## PENDLETON COUNTY FISCAL COURT

September Term, September 22nd, 2009

COURT MET PURSUANT TO ADJOURNMENT
With
HONORABLE HENRY BERTRAM, COUNTY JUDGE/EXECUTIVE
Presiding

MEMBERS PRESENT: Bobby Fogle, Gary Veirs, Alan Whaley, Stacey Wells

MEMBERS ABSENT: No

COUNTY ATTORNEY: Jeff Dean

Invocation was given by Squire Fogle, Pledge Allegiance lead by Judge Bertram

### In Re: Agenda

Judge Bertram presented the agenda for this meeting and asked that it be amended to remove items 9 & 10. Squire Whaley made a motion to approve the agenda as amended, seconded by Squire Wells, motion carried.

## In Re: Approval of Minutes

Pendleton County Fiscal Court Clerk, Vicky King, presented a written report from the Fiscal Court meeting of September 8, 2009 and the special called meeting of September 10, 2009. Squire Wells ask that "No action taken" be added to the paragraph regarding the First reading of a subdivision road taxing district ordinance for Ruth Court and Ashley Lane. Squire Veirs made a motion to accept the minutes as presented with the one addition, seconded by Squire Wells, motion carried.

### In Re: Approval of Treasurer's Report

Pendleton County Treasurer, Vicky King, submitted a written report for the month of August at the Fiscal Court meeting of September 8, 2009. Squire Fogle made a motion to accept the treasurer's report as presented, seconded by Squire Veirs, motion carried.

### In Re: Bonar Subdivision building on County Property

Information was presented regarding a building on County Property in Bonar Subdivision. The County Attorney will research the plats and meet with the county surveyor to determine if the building is built on county property. Judge Bertram ask for a motion to file suit against the property owner to have the building removed. Squire Wells made a motion to have the county attorney file suit against the home owner to have the building moved, if he determines after his research that the building is indeed built on county property, seconded by Squire Veirs, motion carried.



Commonwealth of Kentucky

Henry W. Bertram

Pendleton County Judge/Executive
233 Main St. Room 4
Falmouth, Kentucky 41040
859-654-4321 Fax 859-654-5047
Coll Ph 859-743-6559
pendlud@fuse.ust
www.pendletoncounty.ky.gov

July 1, 2009

Ms. Belinda Stevens 9 Chapman Court Falmouth, KY 41040

Dear Ms. Stevens:

Due to safety concerns passed to us by citizens who live in your subdivision, we were made aware of the fact that you have built or placed a building on a public easement. The concern of these citizens caused the Fiscal Court to survey the area in question so as to justify the claims of those citizens.

The Pendleton County Fiscal Court hired Howard Johnston to survey your property and specifically the area where the building was built or placed. The attached survey clearly reveals that your building was built or placed on a public easement.

Due to the aforementioned findings, the Fiscal Court has advised me to allow you no more than 30 days from the receipt of this letter to relocate this building off of the public easement. If you should full to comply with this request, the fiscal court will be forced to take legal action in the removal of this building.

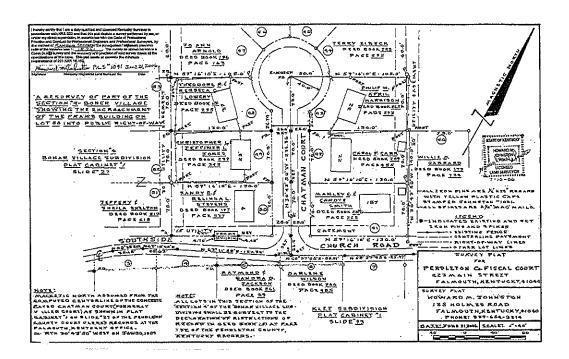
If you should have any questions, please call the office of the County Judge/Executive.

Sincerely. Lyw. Better

Henry W. Bertram Pendleton County Judgo/Executive

Cc: County Attorney, Jeff Dean Magistrates

Magistrat Enclosure:



In Re: Petition from Citizens on Ruth Court and Ashley Lane regarding the creation of a Road

Subdivision Taxing District

Steve Foster presented the court with a petition from residents of Ruth Court and Ashley Lane requesting the formation of a subdivision taxing district for the purpose of road maintenance. County Attorney Jeff Dean will review the petition for validity and upon his approval Judge Bertram will publish notice of a Public Hearing to be held for public comment for and against the creation of a taxing district. No action taken.

## PETITION FOR FORMATION OF SUBDIVISION ROAD DISTRICT

### TO THE PENDLETON COUNTY FISCAL COURT

- 1. The following registered voters of Pendleton County, Kentucky, hereby petition the Fiscal Court to form a Subdivision Road District which shall have the authority to impose a special ad valorem tax of (amount not to exceed .10 cents) on each \$100.00 One Hundred dollars worth of property assessed for local taxation in the district, for the following reason: In order to provide revenue for repair, maintenance and upkeep of Ashley Lane and Ruth Court in Pendleton County. Kentucky.
  - 2. This Subdivision Road District is to be created and operated under KRS 179.700-735
  - 3. The present population of the area of the district is : approx  $\,$  60 persons
  - 4. the density of population is as follows: approx 60 person per Sq. Mile
  - 5. the projected growth of the area is as follows: 9 more homes
  - The assessed valuation of the property within the proposed Road District
     approx: \$2,482,600.00
  - 7. The area to be served by the proposed Road District is as described as follows: Being lots Fourteen (14) through Forty Six (46) known as Resubdivision of Lot Six (6) and Lot Twelve (12) of Harolds Happy Homestead, as Depicted in the Plat and Plan Therof, Prepared by Cahill Surveyors, Inc., Registered Land Surveyors of P.O. Box 377, Dry Ridge, Kentucky 41035, Filed on April 30<sup>th</sup>, 1999 at Plat Cabinet 1, slide 164

Pendleton County Clerks Office, and including all streets as laid out in the in the plat and plan. And also to include the tracts in the "David Dunaway" plat in Cabinet #2, Slide 208A, specifically tracts #1 through #8, excluding tract #4, an 8.03 acre tract.

It is anticipated that the service in area will begin August 1st 2009
 The proposed service is the

improvement of Ruth court and Ashley Lane to the extent that they become passable at all times by means of common passenger automobiles, and the maintenance of said roads in that condition.

The projected effect of providing this service on the social and economic growth of the area is as follows: The eventual building of possibly 9 more homes that will increase the property taxes paid to the County, as well as possible payroll taxes if those new residents were to be employed in the

The projected growth in service demand or need is as follows: As stated above, the addition of 9 possible homes using the roads.

- 5. The three year projection of cost versus revenue of the proposed Road District is as follows:
  - 3 Year projected revenue \$7,500
  - 3 Year projected dispersment \$7,500
- Services to be provided by this proposed Road District are not provided by Pendleton County nor any other governmental entity in Pendleton County,

Kentucky. And are not otherwise available in said County.

Attached are the Names and Signatures of those petitioning this Honorable Fiscal Court for the creation of the aforementioned Road District

Signature	Address of Signer	Date Signed
Seven D. France	333 Runs Or Folmwill Ky 41040	9-9-09
Angi Diswo	377 Rudh's Ct	9-9-09
Gollyanna Ray	377 Rutho Ct. Falmouthky 4104	0_9-9-09_
Peggy Styen	445 Ruth's Cot Falmont	
Joe Styon	445 Ruth's Ct Falmout Ky	
La Min	314 Russis Ct Falmonther	
Dismi		
Victoria a. Footer	334 Ruth's Ct Falmouth Ky 333 Ruths Ct. Falmouth	9-9-09
Luy Lui	90 Ruth of Salmouth	9-9-09
Janice Polley	54 Ashley Lane	9-9-09
30-	Ale lists et	9.9.89
Daur Donnio	296 Ruth Coupt	9-9-09

Signature 0	Address of Signer	Date Signed
Lawrida Carpe	I 100 Ashley Ave.	9/9/09
Kallista For	W 333 RUTH CT	<u> sept-9-09</u>
There a. Follow	333 Ruth CT	9/9/09
Jammy Stewart	174 Ruth Ct.	9-13-09
Mile Stourt	174 Ruth ct	9-13-09
CINDO BERLEVON	354 Ruth 45	9-16-09
John BROLDS	354 RUTH 15	5-16-05
	-	
		***************************************

### **PUBLIC HEARING NOTICE**

The Pendleton County Fiscal Court has been petitioned by a number of residents who own property on Ruth Court and Ashley Lane for the purpose of creating a road taxing district per KRS 179. The Residents wish to create a special taxing district so as to set aside funds for the maintenance of their roads. Per KRS 179, the Fiscal Court will hold a Public Hearing October 13, 2009 during its regularly schoduled fiscal court meeting at 7:00 PM in the Courthouse Community Room for the purpose of hearing public comment concerning this request. The public is invited and encouraged to attend.

Publish September 29th and October 6th

## In Re: Resolution setting guidelines for Administration of CDBG-R Waterline Grant

Judge Bertram presented the court with a resolution regarding guidelines for administration of a CDBG-R Waterline grant in the amount of \$349,731. Squire Whaley made a motion to approve this resolution, seconded by Squire Veirs, motion carried.



Whereas, it is in the best interests of Judge Executive Henry Bertram and the Pendleton County Fiscal Court of Pendleton County Kentucky, recipient of a Kentucky Community Development Block Grant — Recovery (KCDBG-R), that it implement a number of HUD/CDBG program requirements to further community and economic development, especially related to construction of waterlines in the county.

NOW THEREFORE BE IT RESOLVED by Judge Executive Henry Bertram and the Pendleton County Fiscal Court as follows:

- That the Judge Executive, on behalf of the fiscal court, be authorized to sign a grant agreement with the Department For Local Government for the expenditure of \$ 349,731 in CDBG ~ R funds for project implementation,
- That the Pendleton County Fiscal Court commit \$ 57,510 in KIA grant funds and assure that the East Pendleton Water District contributes \$ 73,747 in local cash as match toward the approximate project cost of \$ 480,988 necessary for project implementation,
- That the Judge Executive, on behalf of the fiscal court, be authorized to enter into a contract with NKADD for CDBG — R program administration in the amount of \$17,000, which the county believes to be just and fair compensation for this complex project,
- That the Judge Executive be appointed as equal opportunity officer and environmental certifying officer,
- That fiscal court adopt state approved procurement standards and a Section 3 Affirmative Action Plan for this project,
- That the fiscal court review, evaluate and readopt a Fair Housing Resolution and establish fair housing committee to monitor compliance with fair housing laws,
- 7. That the fiscal court approve a 504 Plan: appoint Judge Executive Henry Bertram 504 Coordinator; conduct self-evaluation of county personnel policies, especially grievance procedures for disabled employees; develop a 504 Transition Plan, (if Applicable) and approve a Title VI Implementation Plan, if Applicable,
- 8. That the fiscal court adopt an Anti-Displacement and Relocation Assistance Plan,
- 9. That the fiscal court assure DLG that all clearinghouse conditions will be met,
- 10. That the fiscal court attest that all project cost overruns will be absorbed by local funds,
- 11. That the county shall adopt the Kentucky Uniform System of Accounting,
- 12. This resolution shall become effective upon passage as required by law.

Introduced and enacted: regular fiscal court meeting; September 22, 2009

Attest By County Court Clerk	Judge Executive Henry Bertram
DATE	DATE

## In Re: Budget Amendment for CDBG-R Water Project

Judge Bertram held the first reading of Budget Amendment whereby amending the CDBG Fund to allow for the expenditure of \$349,731.00 in CDBG-R grant funds for a Waterline Project in Pendleton County.

Ordinance		Pe	endleton County Fiscal Court  Budget Amendment	20 Amendmer
Whereas	the Pendl	eton County F	Fiscal Year 2009-2010 annual budget and amend Fiscal Court has realized unbudgeted receipts fr County Fiscal Court of the Commonwealth of K	rom the following fund
Section	J:	ncrease/Decrea	Fiscal Year 2009-2010 is amended to: ase the recelpts of the C.D.B.G. fund(s) to include unbudgeted receipts from:	
Receipts	Fund	Account No.	Description	Amount
	C.D.B.G.	07-4604	CDBG-R FUNDS - WATERLINE PROJECTS	\$349,731.00
	,		Total Amended Revenues	\$349,731.00
Αρριορ.	Fund	Account No.	Description	Amount
	C.D.B.G.	07-5220-743-	CDBG-R FUNDS - WATERLINE PROJECTS	\$349,731.00
	·		Total Amended Appropriations	\$349,731.00
Аррі	roved as to	form and class	Henry Bertram, County Judge/Ex	
			sification thisday of	•
This	Budget Ord	dinance Amend	State Local Finance Office diment was duly adopted by the Pendleton County F	r Fiscal Court,
This	Budget Ord	dinance Amend	sification thisday of	r Fiscal Court,
This	Budget Ord	dinance Amend	State Local Finance Office diment was duly adopted by the Pendleton County F	r Fiscal Court,
This	Budget Ord	dinance Amend	State Local Finance Office diment was duly adopted by the Pendleton County F	r Fiscal Court,
This	Budget Ord	dinance Amend	State Local Finance Office Grant was duly adopted by the Pendicton County For this the day of	r Fiscal Court,
This	Budget Ord	dinance Amend	State Local Finance Office Grant was duly adopted by the Pendicton County For this the day of	r Fiscal Court,
This	Budget Ord	dinance Amend	State Local Finance Office Grant was duly adopted by the Pendicton County For this the day of	r Fiscal Court,
This	Budget Ord	dinance Amend	State Local Finance Office Grant was duly adopted by the Pendicton County For this the day of	r Fiscal Court,
This	Budget Ord	dinance Amend	State Local Finance Office Grant was duly adopted by the Pendicton County For this the day of	r Fiscal Court,
This	Budget Ord	dinance Amend	State Local Finance Office Grant was duly adopted by the Pendicton County For this the day of	r Fiscal Court,
This	Budget Ord	dinance Amend	State Local Finance Office Grant was duly adopted by the Pendicton County For this the day of	r Fiscal Court,



# OFFICE OF THE GOVERNOR DEPARTMENT FOR LOCAL GOVERNMENT

Steven L. Beshear Governor

1024 Capital Center Drive, Suite 340 Frankfort, Kentucky 40601 Phone (502) 573-2382 Fax (502) 573-2939 Toll Free (800) 346-5606 www.dig.ky.gov

Tony Wilder Commissioner

August 6, 2009

The Honorable Henry Bertram Pendleton County Judge/Executive 233 Main Street, Room 4 Falmouth, KY 41040

East Pendleton County Waterline Project Community Development Block Grant - Recovery 08-105-A

On behalf of Governor Steven L. Beshear and the staff of the Department for Local Government (DLG), I am pleased to congratulate you on your selection as a recipient of Community Development Block Grant - Recovery (CDBG-R) funds. These funds were authorized by the American Recovery and Reinvestment Act of 2009. Preliminary approval has been given to your CDBG-R project referenced above in the amount of \$349,731. This approval is based on acceptance of certain conditions. The conditions are outlined below:

Applicant will enter into a grant agreement with the Commonwealth within one month of being presented the document for consideration.
 Applicant will accept the funding level referenced above and bear all cost

overruns.

Applicant agrees that federal and state wage rates will be incorporated into all construction contracts where applicable.

Applicant must have the project advertised for bids four (4) months from the date of the fully executed grant agreement and the project must be completed by December 20, 2010. completed by December 30, 2010.

Please indicate your acceptance of these conditions by signing below and return the signed document to our office by September 1, 2009. The next step in the process will be completion of a Supplemental Application Form which will be provided to you soon.

Kentucky

An Equal Opportunity Employer M/F/D

Kentuckyl inhridledSpirit.com

The Honorable Henry Bertram August 6, 2009 Page 2

Following receipt of the supplemental information, a grant agreement will be prepared. Once the grant agreement has been drafted, DLG staff will contact you to schedule a grant agreement meeting.

Please note that you may not incur any costs to be reimbursed with CDBG-R funds or other project funds, except for certain costs relating to planning and design services, until you have received environmental clearance and entered into a grant agreement. Any costs incurred or obligations made prior to receiving a fully executed copy of the grant agreement are at your own risk.

Return this signed document to: Lynn Travis Littrell, Executive Director, Office of Federal Grants, Department for Local Government, 1024 Capital Center Drive, Suite 340, Frankfort, Kentucky 40601.

We look forward to working with you and assisting your community with this grant. Please contact Jennifer Peters at 502/573-2382, ext. 213, if you have questions concerning this commitment letter.

Wi fony Wilder Commissioner

c: Bill Mitchell, Pendleton County Economic Development

By affixing my signature below, I, the authorized representative of the applicant, do hereby agree to the conditions set forth above.

The Honorable Henry Bertram Pendleton County Judge/Executive

### In Re: NKADD Agreement on Administration of Waterline Project

Judge Bertram presented the court with Agreements with the NKADD to provide professional and personal services pertaining to Northern Pendleton Regional Wastewater Treatment Plant Project and the East Pendleton Waterline CDBG-R Project. Squire Wells made a motion to approve the agreements with NKADD, seconded by Squire Whaley, motion carried.

# AGREEMENT TO PROVIDE PROFESSIONAL AND PERSONAL SERVICES

# NORTHERN PENDLETON REGIONAL WASTEWATER TREATMENT PLANT PROJECT

This agreement, by and between, the Pendleton County Fiscal Court (hereinafter referred to as the "First Party") and the Northern Kentucky Area Development District, a public agency of the Commonwealth of Kentucky, (hereinafter referred to as the "Second Party"), as follows:

WHEREAS, the First Party seeks to obtain the personal and professional services necessary to complete the activities described herein; and

WHEREAS, the Second Party has the capability to provide the personal and professional services to complete the activities described herein;

NOW, THEREFORE, in consideration of the mutual covenants and obligations to the parties herein set forth, each of them does hereby covenant and agree with the other as follows:

<u>Section 1.01.Employment of Second Party.</u> The First Party hereby retains the Second Party as an independent contractor to perform the professional and personal services as herein provided.

Section 1.02, Second Party Independent Contractor. The Second Party acknowledges that he is not an agent, servant or employee of the First Party and will not hold himself out as such.

Section 2.01.Services. The Second Party shall perform the duties, services and functions particularly described in the exhibit attached hereto and captioned "Scope of Work Statement" (hereinafter referred to as "Work Statement") and same is incorporated herein as if fully written and is a material term and condition of this Agreement.

<u>Section 2.02.Method of Performance.</u> All services rendered by the Second Party shall be in conformity with accepted and customary practices and standard of comparably qualified individuals holding themselves out as possessing the qualifications of the Second Party.

Any documentary material submitted to First Party shall be in form and content in compliance with this Agreement and in conformity with accepted standards of the Second Party's profession. All services are to be rendered in a timely fashion.

Section 2.03.Performance Instructions. In addition to the requirements provided for in Section 2.02, Second Party will perform all services in a manner as may be provided in the Work Statement. If Second Party determines that a conflict exists in delivering services under Sections 2.02 or 2.03, such conflict must be fully explained to First Party in writing prior to the rendering of the services.

<u>Section 3.01.Compensation.</u> For the services rendered herein, the Second Party shall be entitled to a fee of Twenty Seven Thousand Dollars (\$ 27,000.00). Second Party shall not be entitled to reimbursement for expenses in performing any services or providing any documents unless specifically provided in the Work Statement.

<u>Section 3.02.Maximum Compensation.</u> Second Party acknowledges that the fee for his services shall not exceed the sum of \$ 27,000.00, and that in no event will First Party be liable to compensate Second Party in excess of this amount.

Section 3.03.Compensation Contingent on Availability of Funds. Second Party acknowledges that the compensation that may be due or become due to the Second Party is contingent upon receipt of such funds by First Party from the Commonwealth of Kentucky that is responsible for the availability of said funds. Should First Party not receive the funds or sufficient funds to compensate Second Party wholly or partial, Second Party waives, releases and discharges First Party from any obligation hereunder to compensate Second Party.

Section 4.01.Term. Unless a different provision is stated in the Work Statement, Second Party shall commence the performance of its services immediately and its services shall terminate upon acceptable completion of the duties, services or functions by the Second Party as provided herein.

The term acceptable completion means acceptable as determined by the First Party and its decision is final.

Section 4.02. Early Termination. This Agreement shall terminate prior to completion as provided in Section 4.01 in the event (a) that the funds necessary for compensation of Second Party are unavailable as determined by First Party: or (b) by termination by First Party on five (5) days written notice for whatever reason. Written notices need not state reason and is effective upon mailing to Second Party by regular U.S. mail, postage pre-paid, at the address of Second Party provided herein. The Second Party will cease the rendering of all services upon receipt of notice or receipt of knowledge of termination, whichever is earlier, and will immediately wrap up all services in progress in order to turn over or return all documents, etc., to First Party.

Section 4.03.Pro-Rata Compensation. If the services to be rendered by Second Party are not completed as provided by the Work Statement and Section 4. 01, First Party shall pay Second Party that portion for services rendered of the total contract price, which bears the same ratio as services performed to the total services contracted for, less any payments already made.

If, on the effective date of the termination by notices for reasons other than provided in Section 4.02(a), less than sixty (60) percent of the services covered by this Agreement have been performed, the Second Party shall be further reimbursed for the out-of-pocket expenses incurred by the Second Party, which are directly attributable to the uncompleted portion of the services herein.

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Section 4.04.Failure of Second Party to Perform. If Second Party shall fail to fulfill, in a timely and proper manner, the duties, services, functions, obligations or covenants of this Agreement, the First Party may terminate this Agreement by giving written notice by regular U.S. mall, postage pre-paid, at the address of Second Party provided herein, no earlier than forty-eight (48) hours before the effective date of such termination. This notice shall state reasons for termination.

Section 4.05. Damages. If this Agreement is terminated under provisions of Section 4.04, Second Party agrees to reimburse First Party, upon demand, for any losses or expenses incurred to complete project through whatever method as well as any incidental or consequential damages.

Section 5.01.Ownership of Reports, Any reports, information, data, studies, surveys, or other materials prepared or gathered by the Second Party under this Agreement shall be the Property of the First Party. All reports, and other documents, completed as a part of this Agreement, other than documents exclusively for internal use by the First Party shall carry a notation on the front cover of the title page, as required in the Work Statement.

<u>Section 5.02.Copyrights.</u> No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country.

The First Party has unrestricted authority to publish, disclose, distribute, and other use, in whole or in part, any reports, data or other materials prepared under this Agreement.

Section 5.03. Ownership of Reports Upon Termination. In the event of termination of the Agreement, all finished or unfinished documents, data, studies, surveys, and reports or other materials prepared by the Second Party under this Agreement, shall, at the option of the First Party, become its property.

Section 5.04.Inspection of Reports. At any time during normal business hours and as often as the First Party deems desirable, the Second Party shall make available to First Party, the Commonwealth of Kentucky, United States Comptroller General or other agencies or individuals for examination, all of its records with respect to matters covered by this Agreement, whereupon

the aforementioned agencies or individuals shall be permitted to audit, examine and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matter covered by this Agreement.

Section 5.05.Confidentiality. Any reports, information, data given to or prepared or assembled by the Second party under this contract which the First Party requests to be kept confidential shall not be made available to any individual or organization by the Second Party without the prior written approval of the First Party.

<u>Section 6.01.Non-Discriminatory Practices.</u> The Second Party will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.

The Second Party shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. The Second Party agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this non-discrimination clause. The Second Party will in all solicitations or advertisements for employees, placed by or on behalf of the Second Party, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The Second Party will cause the foregoing provisions to be inserted in all sub-contracts for any work covered by this Agreement, so that such provisions will be binding upon each sub-contracts provided that the foregoing provisions shall not apply to contracts or sub-contracts for standard commercial supplies or raw materials.

(a) The Second Party shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the appropriate state and/or Federal agencies may require.

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(b) The Second Party agrees to comply with such rules, regulations or guidelines as the appropriate state and/or federal agencies may issue to implement these requirements.

Section 6.02.Conflicts of Interest. No officer, member or employee of the First Party and no members of its governing body, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement, which affects his personal interest or the interests of any corporation, partnership or association in which he is directly or indirectly interested or has any personal or pecuniary interest direct or indirect, in this Agreement or the proceeds thereof.

Section 6.03. Exclusive Performance. The Second Party covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services required to be performed under this Agreement. The Second Party, further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

<u>Section 6.04.Governmental involvement.</u> No members of, or delegate to the Congress of the United States of America shall be admitted to any share or part thereof, or to any benefits to arise here from.

Section 7.01.Non-Assignability. The Second Party shall not assign any interest in this Agreement, and shall not transfer any interest in the same; provided, however, that claims for money due to the Second Party from the First Party under this Agreement, may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the First Party.

Work Statement of the Second Party to be performed hereunder, Such changes, including any increase or decrease in the amount of the Second Party's compensation, which are mutually agreed upon by and between the First Party and the Second Party, shall be incorporated in written amendments to this agreement. IN WITNESS HEREOF, the First Party, by its authorized agent and the Second Party, by its Executive Director and each warranting their authority to execute this Agreement on behalf of their principal, hereto set their hands to this Agreement on this, the \_\_\_\_\_ day of September 2009 This Agreement shall become effective on the \_\_\_\_\_\_ day of September 2009. FIRST PARTY: PENDLETON COUNTY FISCAL COURT Henry Bertram, Judge Executive DATE ATTEST: DATE SECOND PARTY: NORTHERN KENTUCKY AREA DEVELOPMENT DISTRICT 9. 4.09 DATE 9-11-09

Section 8.01.Amendments. The First Party may, from time to time, require changes in the

### SCOPE OF WORK STATEMENT

### A. SERVICES:

- Coordinate with the community the submission of all documents necessary for full release of funds.
- Coordinate with the community the Request for Payments to ensure consistency with the State Account procedures established for the KIA program.
- Ensure that the community has an acceptable financial management system as it pertains to finances of the KIA program. An acceptable system includes, but is not limited to; cash receipts and disbursement journal and accompanying ledgers, the cash control register, and should conform to generally accepted principles of municipal accounting.
- Establish project files in local government office. These must demonstrate compliance
  with all applicable Federal, State and local regulations. Monitor project files throughout
  the program to ensure they are complete and that all necessary documentation is being
  retained in the community's files.
- 5. Socure the applicable wage decision from the State and include it in bid specifications.
- Assist in the preparation of construction contracts which comply with Federal regulations.
- 7. Obtain determination of contractor eligibility from the State.
- Check weekly payrolis to ensure compliance with wage decisions. Conduct on-site interviews and compare the results with appropriate payrolls.
- Monitor construction to ensure compliance with Equal Opportunity and Labor Standard provisions.
- Prepare closeout documents to include Program Completion Report, final Wage Compliance Report and Certificate of Completion.
- Assist with monitoring visits and with compliance to address findings of program reviews.

Services in each of the above work areas shall be performed under and at the direction of the Judge Executive or his designated representative.

B. COMPENSATION:

Administration of Planning Activities -\$22,000 Administration of Closeout Activities -\$5,000

C. METHOD OF PAYMENT: Invoices for Work Completed.

# AGREEMENT TO PROVIDE PROFESSIONAL AND PERSONAL SERVICES

### EAST PENDLETON WATERLINE CDBG - R PROJECT

This agreement, by and between, the Pendleton County Fiscal Court (hereinafter referred to as the "First Party") and the Northern Kentucky Area Development District, a public agency of the Commonwealth of Kentucky, (hereinafter referred to as the "Second Party"), as follows:

WHEREAS, the First Party seeks to obtain the personal and professional services necessary to complete the activities described herein; and

WHEREAS, the Second Party has the capability to provide the personal and professional services to complete the activities described herein;

NOW, THEREFORE, in consideration of the mutual covenants and obligations to the parties herein set forth, each of them does hereby covenant and agree with the other as follows:

<u>Section 1,01.Employment of Second Party.</u> The First Party hereby retains the Second Party as an independent contractor to perform the professional and personal services as herein provided.

Section 1.02.Second Party Independent Contractor, The Second Party acknowledges that he is not an agent, servant or employee of the First Party and will not hold himself out as such.

Section 2.01.Services. The Second Party shall perform the duties, services and functions particularly described in the exhibit attached hereto and captioned "Scope of Work Statement" (hereinafter referred to as "Work Statement") and same is incorporated herein as if fully written and is a material term and condition of this Agreement.

<u>Section 2.02.Method of Performance.</u> All services rendered by the Second Party shall be in conformity with accepted and customary practices and standard of comparably qualified individuals holding themselves out as possessing the qualifications of the Second Party.

Any documentary material submitted to First Party shall be in form and content in compliance with this Agreement and in conformity with accepted standards of the Second Party's profession. All services are to be rendered in a timely fashion.

Section 2.03.Performance Instructions. In addition to the requirements provided for in Section 2.02, Second Party will perform all services in a manner as may be provided in the Work Statement. If Second Party determines that a conflict exists in delivering services under Sections 2.02 or 2.03, such conflict must be fully explained to First Party in writing prior to the rendering of the services.

Section 3.01.Compensation. For the services rendered herein, the Second Party shall be entitled to a fee of Seventeen Thousand Dollars (\$ 17,000.00). Second Party shall not be entitled to reimbursement for expenses in performing any services or providing any documents unless specifically provided in the Work Statement.

<u>Section 3.02.Maximum Compensation.</u> Second Party acknowledges that the fee for his services shall not exceed the sum of \$17,000.00, and that in no event will First Party be liable to compensate Second Party in excess of this amount.

Section 3.03.Compensation Contingent on Availability of Funds. Second Party acknowledges that the compensation that may be due or become due to the Second Party is contingent upon receipt of such funds by First Party from the Commonwealth of Kentucky that is responsible for the availability of said funds. Should First Party not receive the funds or sufficient funds to compensate Second Party wholly or partial, Second Party waives, releases and discharges First Party from any obligation hereunder to compensate Second Party.

<u>Section 4.01.Term.</u> Unless a different provision is stated in the Work Statement, Second Party shall commence the performance of its services immediately and its services shall terminate upon acceptable completion of the duties, services or functions by the Second Party as provided herein.

The term acceptable completion means acceptable as determined by the First Party and its decision is final.

Section 4.02. Early Termination. This Agreement shall terminate prior to completion as provided in Section 4.01 in the event (a) that the funds necessary for compensation of Second Party are unavailable as determined by First Party; or (b) by termination by First Party on five (5) days written notice for whatever reason. Written notices need not state reason and is effective upon mailing to Second Party by regular U.S. mail, postage pre-paid, at the address of Second Party provided herein. The Second Party will cease the rendering of all services upon receipt of notice or receipt of knowledge of termination, whichever is earlier, and will immediately wrap up all services in progress in order to turn over or return all documents, etc., to First Party.

Section 4.03.Pro-Rata Compensation. If the services to be rendered by Second Party are not completed as provided by the Work Statement and Section 4. 01, First Party shall pay Second Party that portion for services rendered of the total contract price, which bears the same ratio as services performed to the total services contracted for, less any payments already made.

If, on the effective date of the termination by notices for reasons other than provided in Section 4.02(a), less than sixty (60) percent of the services covered by this Agreement have been performed, the Second Party shall be further reimbursed for the out-of-pocket expenses incurred by the Second Party, which are directly attributable to the uncompleted portion of the services berein

Section 4.04. Failure of Second Party to Perform. If Second Party shall fall to fulfill, in a timely and proper manner, the duties, services, functions, obligations or covenants of this Agreement, the First Party may terminate this Agreement by giving written notice by regular U.S. mail, postage pre-paid, at the address of Second Party provided herein, no earlier than forty-eight (48) hours before the effective date of such termination. This notice shall state reasons for termination.

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Section 4.05. Damages. If this Agreement is terminated under provisions of Section 4.04, Second Party agrees to reimburse First Party, upon demand, for any losses or expenses incurred to complete project through whatever method as well as any incidental or consequential damages. Section 5.01. Ownership of Reports. Any reports, information, data, studies, surveys, or other materials prepared or gathered by the Second Party under this Agreement shall be the Property of the First Party. All reports, and other documents, completed as a part of this Agreement, other than documents exclusively for internal use by the First Party shall carry a notation on the front cover of the title page, as required in the Work Statement.

<u>Section 5.O2.Copyrights.</u> No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country.

The First Party has unrestricted authority to publish, disclose, distribute, and other use, in whole or in part, any reports, data or other materials prepared under this Agreement.

Section 5.03. Ownership of Reports Upon Termination. In the event of termination of the Agreement, all finished or unfinished documents, data, studies, surveys, and reports or other materials prepared by the Second Party under this Agreement, shall, at the option of the First Party, become its property.

Section 5.04.Inspection of Reports. At any time during normal business hours and as often as the First Party deems desirable, the Second Party shall make available to First Party, the Commonwealth of Kentucky, United States Comptroller General or other agencies or individuals for examination, all of its records with respect to matters covered by this Agreement, whereupon the aforementioned agencies or individuals shall be permitted to audit, examine and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matter covered by this Agreement.

Section 5.05.Confidentiality. Any reports, information, data given to or prepared or assembled by the Second party under this contract which the First Party requests to be kept confidential shall not be made available to any individual or organization by the Second Party without the prior written approval of the First Party.

Section 6.01, Non-Discriminatory Practices. The Second Party will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.

The Second Party shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. The Second Party agrees to post in conspicuous places available to employees and applicants for employment notices sotting forth the provisions of this non-discrimination clause. The Second Party will in all solicitations or advertisements for employees, placed by or on behalf of the Second Party, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The Second Party will cause the foregoing provisions to be inserted in all sub-contracts for any work covered by this Agreement, so that such provisions will be binding upon each sub-contracts provided that the foregoing provisions shall not apply to contracts or sub-contracts for standard commercial supplies or raw materials.

- (a) The Second Party shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the appropriate state and/or Federal agencies may require.
- (b) The Second Party agrees to comply with such rules, regulations or guidelines as the appropriate state and/or federal agencies may issue to implement these requirements.

5

Section 6.02.Conflicts of Interest. No officer, member or employee of the First Party and no members of its governing body, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement, which affects his personal interest or the interests of any corporation, partnership or association in which he is directly or indirectly interested or has any personal or pecuniary interest direct or indirect, in this Agreement or the proceeds thereof.

Section 6.03.Exclusive Performance. The Second Party covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services required to be performed under this Agreement. The Second Party, further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

<u>Section 6.04.Governmental Involvement.</u> No members of, or delegate to the Congress of the United States of America shall be admitted to any share or part thereof, or to any benefits to arise here from.

<u>Section 7.01.Non-Assignability.</u> The Second Party shall not assign any interest in this Agreement, and shall not transfer any interest in the same; provided, however, that claims for money due to the Second Party from the First Party under this Agreement, may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the First Party.

<u>Section 8.01.Amendments.</u> The First Party may, from time to time, require changes in the . Work Statement of the Second Party to be performed hereunder,

Such changes, including any increase or decrease in the amount of the Second Party's compensation, which are mutually agreed upon by and between the First Party and the Second Party, shall be incorporated in written amendments to this agreement. IN WITNESS HEREOF, the First Party, by its authorized agent and the Second Party, by its Executive Director and each warranting their authority to execute this Agreement on behalf of their principal, hereto set their hands to this Agreement on this, the day of September 2009. This Agreement shall become effective on the \_\_\_\_ \_\_\_ day of September 2009. FIRST PARTY: CITY OF FALMOUTH, KENTUCKY Henry Bertram, Judge Executive DATE ATTEST: DATE SECOND PARTY: NORTHERN KENTUCKY AREA DEVELOPMENT DISTRICT 9,11.09 DATE DATE SECTION 3 PLAN FORMAT (FOR CONTRACTS \$10,000 AND ABOVE) NKADD agrees to implement the following affirmative action steps directed at increasing the utilization of low and moderate income residents and businesses within Pendleton County, To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan. To attempt to recruit from within the county the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), opportunities industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Services. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if other wise eligible and if a vacancy exists. To insert this Section 3 Plan in all bid documents, and to require all bidders on contracts and subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals. To insure that subcontracts which are typical let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program. To insure that all appropriate project area business concerns are notified of pending sub contractual opportunities. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative actions steps have been taken. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the Implementation of this Section 3 Plan. To list all projected workforce needs for all phases of this project by occupation, trade, skill level and number of positions. \*Loans, grants, contracts and subsidies for less that \$10,000 will be exempt. As officer and representatives of NKADD, we, the undersigned, have read and fully agree to this Affirmative Action Plan and become a part to the full implementation of this program. Signature Executive Director Title Date

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## SCOPE OF WORK STATEMENT

#### A. SERVICES:

- Coordinate with the community the submission of all documents necessary for full release of funds, 1.
- 2. Coordinate with the community the Request for Payments to ensure consistency with the State Account procedures established for the KCDBG - R program.
- Ensure that the community has an acceptable financial management system as it pertains to finances of the KCDBG R program. An acceptable system includes, but is not limited to; cash receipts and disbursement journal and accompanying ledgers, the cash control register, and should conform to generally accepted principles of municipal accounting. з.
- Establish project files in local government office. These must demonstrate compliance with all applicable Federal, State and local regulations. Monitor project files throughout the program to ensure they are complete and that all necessary documentation is being retained in the community's files. 4.
- 5. Secure the applicable wage decision from the State and include it in bid specifications.
- Assist in the preparation of construction contracts which comply with Federal regulations, 6.
- Obtain determination of contractor eligibility from the State.
- 8. <u>Check weekly payrolls to ensure compliance with wage decisions.</u> Conduct on-site interviews and compare the results with appropriate payrolls.
- Monitor construction to ensure compliance with Equal Opportunity and Labor Standard provisions. 9.
- 10. Prepare closeout documents to include Program Completion Report, final Wage Compilance Report and Certificate of Completion.
- Assist with monitoring visits and with compliance to address findings of program reviews.
- Services in each of the above work areas shall be performed under and at the direction of the Judge Executive, or his designated representative.

в. COMPENSATION:

Administration of Preconstruction Activities -\$7,000 Administration of Construction and Closeout Activities -\$10,000

C. METHOD OF PAYMENT: Invoices for Work Completed.

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### Attachment 5-1:

### NKADD Contract for Professional Services - Part 1

### CONTRACT FOR

# PROFESSIONAL SERVICES Community Development Block Grant Program

This Contract for professional services is by and between the Pendleton County Fiscal Court, State of Kentucky (hereinafter called the "County"), acting herein by Henry Bertram, Judge Executive, hereunto duly authorized, and the Northern Kentucky Area Development District, a regional planning agency under the laws of the State of Kentucky (hereinafter called the "Consultant"), acting herein by John Mays, Executive Director, hereunto duly authorized:

### WITNESSETH THAT:

WHEREAS, The County has entered into an agreement with the State of Kentucky for the implementation of a Community Development Block Grant (CDBG - R ) program pursuant to Title I of the Housing and Community Development Act of 1974; and

WHEREAS, the County desires to engage the Consultant to render certain technical assistance services in connection with its Community Development Block Grant assistance services Recovery program:

NOW, THERE, the parties do mutually agree as follows:

1. Employment of Consultant
The County hereby agrees to engage the Consultant, and the Consultant hereby agrees to perform the following Scope of Services:
2. Scope of Services
The Consultant shall, in a satisfactory and proper manner, perform the following services:

A. Prepare Environmental Review Record for All Activities. Responsibilities include making a recommendation to the local governing body as to a finding of the lovel of impact, preparation of all required public notices, preparation for Request for Release of Funds, and acquiring adequate documentation. For activities, which are not exempt from Environmental Assessments, an Environmental Assessment will be prepared. For activities, which are exempt and/or categorically excluded from Environmental Assessments, prepare a written Finding of Exemption, which should identify the project or Activity, and under which of the categories of exemption it falls.

- Also include documentation of compliance with requirements of historic preservation, floodplains and wetlands, and other applicable authorities.
- B. Coordinate with the community the Request for Payments to ensure consistency with the State Account procedures established for the KCDBG R program.
- C. Ensure that the community has an acceptable financial management system as it pertains to finances of the KCDBG R program. An acceptable system includes, but is not limited to, cash receipts and disbursement journal and accompanying ledgers, the cash control register, and should conform to generally accepted principles of municipal accounting.
- D. Establish project files in local government office. These must demonstrate compliance with all applicable Federal, State and local regulations. Monitor project files throughout the programs to ensure they are complete and that all necessary documentation is being retained in the community's files.
- E. If applicable to the program, assist grant recipients in complying with regulations governing land acquisition (real property, easements, rights of way, donation of property, etc.).
- F. Prepare all bid documents and supervise the bidding process consistent with State and Federal Regulations.
- G. Prepare all bid documents and supervise the bidding process consistent with State and Federal Regulations.
- H. Prepare construction contracts which comply with Federal regulations.
- 1. Obtain determination of contractor and subcontractor eligibility from the State.
- Check weekly payrolls to ensure compliance with wage decisions. Conduct onsite interviews and compare the results with appropriate payrolls.
- K. Monitor construction to ensure compliance with Equal Opportunity and Labor Standard provisions
- L. Make progress inspections and certify partial payment requests.
- M. Make a final inspection and issue a final certificate of payment.
- N. Prepare closeout documents to include Program Completion Report, Final Wage Compliance Report and Certificate of Completion.

Services in each of the above work areas shall be performed under and at the direction of the Judge Executive or his designated representative.

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3. <u>Time of Performance</u>
The services of the Consultant shall commence on September \_\_\_\_\_\_, 2009 and be provided on a per-day basis as requested by the Judge Executive or his designated representative. Such services shall be continued in such sequence as to assure their relevance to the purposes of this Contract. In any event, all of the services required and performed hereunder shall be completed upon completion of the waterline extension Project.

4. Access to Information It is agreed that all information, data, reports, records and maps as are existing, available and necessary for the carrying out of the work outlined above, shall be furnished to the Consultant by the County and its agencies. No charge will be made to the Consultant for such information and the County and its agencies will cooperate with the Consultant in every way possible to facilitate the performance of the work described in this Contract.

5. <u>Compensation and method of Pavment</u> The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$ 17,000 for all services required. All contract work will be performed on a time and materials basis. Consultant time for principals and staff will be provided at their respective rate of compensation.

 Ownership Documents
 All documents, including original drawings, estimates, specifications, field notes and data are the property of the County. Consultant may retain reproducible copies of drawings and other documents.

7. <u>Professional Liability</u>
Consultant shall be responsible for the use of reasonable skill and care befitting the profession in the preparation of particular drawings, plans, specifications, studies and reports and in the designation of particular materials for the project covered by this Contract.

8. <u>Indemnification</u>
The Consultant shall comply with the requirements of all applicable laws, rules and regulations in connection with the services of Consultant and shall exonerate, indemnify and hold harmless the County, its officers, agents and all employees from and against them and local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income Tax laws. Further, Consultant shall exonerate, indemnify and hold harmless the County with respect to any damages, expenses or claims arising from or in connection with any of the work performed under this Contract by Consultant. This shall not be construed as a limitation of the Consultant's liability under the Contract or as otherwise proved by law.

Terms and Conditions
 This Contract is subject to the provisions titled, "Part II — Terms and Conditions," attached hereto and incorporated by reference herein.

### 10. Address of Notices and Communications

Honry Bertram, Judge Executive Pendleton County Fiscal Court 233 Main Street Falmouth, KY 41040

John Mays, Executive Director Northern Kentucky Area Development District 22 Spiral Drive Florence, KY 41042

9.11.09

11. Captions Each Paragraph of this Contract has i guide to the contents. The caption does any way determine its interpretation or a	been supplied with a caption to serve only as s not control the meaning of any paragraph or in application.
12. <u>Authorization</u> This Contract amendment is authorize September 2009, copies of hereof.	d by County Resolution # , adopted f which are attached hereto and made a part
ATTEST:	Pendleton County Fiscal Court
	By: Judge Executive
	Date:
	Northern Kentucky ADD  By: / Otto / Lougs  Executive Director (

Attachment 5-2: NKADD Contract for Professional Services – Part 1

### CONTRACT FOR PROFESSIONAL SERVICES

### PART II - TERMS AND CONDITIONS

1. Termination of Contract for Cause If through any cause, the Consultant shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Consultant shall violate any of the covenant, agreements or stipulations of this Contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Contract shall, at the option of the City, become its property and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due the City from the Consultant is determined.

2 Changes
The City may, from time to time, request changes in the scope of services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the City and the Consultant, shall be incorporated in written amendments to this Contract.

- 3. Personnel

  A. The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of have any contractual relationship with the City.

  B. All of the services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

C. None of the work or services covered by this Contract shall be subcontracted without the prior approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

4. Assignability
The Consultant shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto: provided, however, that claims for money by the Consultant from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

5. <u>Reports and Information</u>
The Consultant, at such times and in such forms as the City may require, shall furnish the city such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

6. Findings Confidential
All of the reports, information, data, etc., prepared or assembled by the Consultant under this Contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

7. Copyrights and Patents

Any copyrightable work resulting from this Agreement is available to the author for such, but the City and the Kentucky Department for Local Government reserve the option for unlimited use and license to such work. Any discovery or Invention shall be reported promptly to the City and Kentucky Department for Local Government for the determination as to whether patent protection should be sought and how the rights of any patent shall be disposed of and administered in order to protect the public interest.

Compliance with Local Laws
ne Consultant shall comply with applicable laws, ordinances and codes of the State
nd local governments.

9. Access to Records
The Consultant shall maintain accounts and projects records, including personnel, property and financial records, adequate to Identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds, both CDBG and non-CDBG shares. These records will be made available to the City, the Kentucky Department of Local Government, Commonwealth of Kentucky Finance & Administration Cabinet, Commonwealth of Kentucky Additor of Public Audits, Commonwealth of Kentucky Legislative Research Commission, U.S. Department of Housing and Urban Development, the U.S. Department of Labor, and the Comptroller General of the United States, or any of their duly authorized representatives. These parties shall have access to any books, documents, papers and records of the Consultant, which are directly pertinent to the project for the purpose of making audit, examination, excerpts and transcriptions. All records shall be maintained for five years after project closeout.

10. <u>Title VI. Civil Rights Act of 1964</u>
Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.

11. Section 10 of the Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, national origin or sex
be excluded from participation in, be denied the benefits of, or be subjected to
discrimination under any program or activity funded in whole or in part with funds made
available under this title.

12. <u>Age Discrimination</u>
The Contractor shall comply with the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age. No person shall be excluded from participation in, denied program benefits of, or subject to discrimination on the basis of age under any program or activity funded in whole or in part with Federal funds.

13. Section 504
The Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, which extends the prohibitions against discrimination to individuals with disabilities.

15. Conflict of Interest Clauses

Interest of Members of a City
No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Consultant shall take appropriate steps to assure compliance.

Interest of Other Local Public Officials

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Consultant shall take appropriate steps to assure compliance.

Interest of Consultant and Employees
The Consultant covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.

16 "Section 3" Compliance
A. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C.

1701 U. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work and purchase of services and supplies in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

- B. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
- The Consultant will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous
- The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a *finding* that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

al Opportunity Clause (Contracts above \$10,000)

ng the performance of this Contract, the Consultant agrees as follows:

The Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Consultant agrees to post in conspicuous places,

available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

- The Consultant will, in all solicitation or advertisements for employees place by or on behalf of the Consultant, state that all qualified applicants will receiven sideration for employment without regard to race, creed, color, sex national origin.
- The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will e binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the City's Department of Housing and Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- In the event of the Consultant's noncompliance with the non-compliance clause of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1985, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as other wise provided by law.
- The Consultant will include the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 2965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the City's Department of Housing and Community Development may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City's Department of Housing and Community Development, the Consultant may request the United States to enter such litigation to protect the interests of the United States.
- Certification of Compliance with Air and Water Acts (applicable to Federally assisted construction contracts and related subcontracts exceeding (\$100,000)

### In Re: Approve Contract with Cincinnati Bell for Phone Service

Judge Bertram presented the court with a copy of a contract from Cincinnati Bell regarding phone service rates for the county. Squire Fogle made a motion to approve the contract, seconded by Squire Wells, motion carried.

## (A) Cıncınnatı Bell

### **Services Agreement**

Customer PENDLETON COUNTY OF

Service Provider
Cincinnati Bell Telephone Company
LLC (Cincinnati Bell)
Address
221 East Fourth Street
Agreement No. 61490.2
Crder No.

Address 233 MAIN ST

PO BOX 2301

City FALMOUTH

Zip Code City 41040 Cincinnati

State OH

Service Provider Contact Guy Warman Zip Code Telephone No. 45201 513-910-8419

Contract#: 61490.2

THIS CINCINNATI BELL SERVICES AGREEMENT IS SUBJECT TO THE GENERAL TERMS AND CONDITIONS AND APPLICABLE SERVICES SUPPLEMENTS ("COLLECTIVELY "TERMS AND CONDITIONS") AVAILABLE AT WWW.cincinnatibell.com/business/legal. A COPY OF WHICH WILL BE PROVIDED TO CUSTOMER UPON REQUEST, SUCH TERMS AND CONDITIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, BY EXECUTING THIS CINCINNATI BELL SERVICES AGREEMENT WHERE INDICATED BELOW, CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS READ, UNDERSTANDS, ACCEPTS AND AGREES TO BE BOUND BY ALL SUCH TERMS AND CONDITIONS.

PENDLETON COUNTY C Signature	Printed Name	Title	Date
In order for Customers to Customer FAX #:	receive an electronic copy of execu	ted Agreement back please provide d E-mall Address:	either:
CINCINNATI BELL Signature	Printed Name	Titla	Date

### A. Service Pricing

Confidential Statement

Qty Servic	Units e Addres	Description s: 103 Hwy 330W Falmouth KY	Torm	Clauses	Per Unit Monthly	Monthly	Per Unit One-time	One-time
1	Each	Caller ID - Name & Number	36 Months		0.00	0,00	0.00	00,0
1	Each	Caller ID - Number	36 Months		0,00	0.00	0.00	0.00
2	Each	1FB - Rate Band 1 - Kentucky	36 Months	4	30.00	60.00	0.00	0.00
1	Each	ZoomTown (ADSL.) w/Fuse 5Mbps/768Kbps	36 Months	9	49,95	49.95	0.00	0.00
Service	ce Addres	ss: 1314 Bryan Griffin Rd Butler KY						
1	Each	1PB - Rate Band 1 - Kentucky	36 Months	4	30.00	30.00	0.00	0.00
1	Each	Caller ID - Name & Number	36 Months		0.00	0.00	0.00	0.00

## Services Agreement

### A. Service Pricing

Qty	Units	Description	Term	Clauses	Per Unit Monthly	Monthly	Per Unit One-time	One-time
Servi	ce Addres	s: 135 W Shelby Falmouth KY						
1	Each	1FB - Rate Band 1 - Kentucky	36 Months	4	30.00	30.00	0,00	0,00
3	Each	Call Forwarding (*72)	36 Months		0,00	0.00	0.00	0.00
Servi	e Addres	s: 202 Chapel Falmouth KY						
2	Each	1FB - Rate Band 1 - Kentucky	36 Months	4	30.00	60.00	0.00	0.00
1	Each	ZoomTown (ADSL) w/Fuse 5Mbps/768Kbps	36 Months	9	49.95	49.95	0.00	0.00
Servi	ce Addres	ss: 705 W. Shelby Falmouth KY						
1	Each	1FB - Rate Band 1 - Kentucky	36 Months	4	30,00	30.00	0.00	0.00
1	Each	Call Walting	36 Months		0.00	0.00	0.00	0.00
1	Each	ZoomTown (ADSL) w/Fuse 5Mbps/768Kbps	36 Months	9	49.95	49.95	0.00	0.00
Servi	ce Addre:	ss: 2275 Hwy 27N Falmouth KY						
3	Each	Call Forward Busy	36 Monthe		0.00	0.00	0.00	0.00
8	Each	Hunting Service	36 Months		0.00	0.00	0.00	00,0
5	Each	Call Forward Don't Answer	36 Months		0.00	0.00	0.00	0.00
3	Each	Message Walting Indicator	36 Months		0.00	0.00	0.00	0.00
2	Each	Voice Messaging Transfer Mailbox	36 Months		0.00	0.00	00,0	0.00
3	Each	Voice Messaging Boxes	36 Months		0.00	0.00	00,0	0.00
8	Each	1F8 - Rate Band 1 - Kentucky	36 Months	4	30.00	240.00	0.00	0.00
Servi	ce Addres	s: 233 Main Falmouth KY						
1	Each	Caller ID - Name & Number	36 Months		0.00	0.00	0.00	0.00
1	Each	Call Forwarding (*72)	36 Months		0.00	0,00	0.00	0.00
9	Each	1FB - Rate Band 1 - Kentucky	38 Months	4	30.00	270.00	0.00	0.00
1	Each	ZoomTown (ADSL) w/Fuse SMbps/768Kbps	36 Months	9	49.95	49.95	0.00	0.00
			Total			\$919.80		\$0.00

Confidential Statement Contract #: 61480.2



### **Services Agreement**

### NOTES:

- ES:

  The term "Cincinnati Beli" shall be deemed to mean the Service Provider on behalf of itself and its affiliates.
- The Agreement shall become effective on the latter of the provisioning or activation date ("Effective Date").
- In addition to the Services Agreement charges, Customers will incur all regulated charges mandated by the Regulatory Commissions with jurisdiction over Cincinnati Bell.
   Wiroless, ADSL, Dedicated FUSE Internet Access, eVantage and eMerge services are not subject to Regulatory Commission jurisdiction.
- All prices and rates are exclusive of any surcharges and taxes.
- Installation/One-time charge does not cover premise technician work outside of the hours of 8 a.m. to 5 p.m.
- The service products, prices and terms identified on this Services Agreement constitutes Cincinnati Bell's offer
  to provide such services on such terms. Until Customer has accepted this offer by signing as appropriate
  above, Cincinnati Bell reserves the right to rescind this offer at any time, at its' sole discretion.
- Facsimile signatures to this Services Agreement and any additional documents incorporated herein shall be deemed to be binding upon the parties.

onfidential Statement Contract #: 61490.2



Supplement

Customer (Legal Name of Company)	Agreement Number
PENDLETON COUNTY OF	61490.1
Cincinnati Bell Contact	Date
Guy Warman	July 31, 2009

This is a Supplement to the Original Agreement referred to above (the "Agreement") between Cincinnati Bell and/or its subsidiaries ("Cincinnati Bell") and the Customer above.

In the event of any inconsistencies between the Agraement and this Supplement, the terms and conditions of this Supplement shall provail.

Unless otherwise defined in this Supplement, capitalized terms shall have the meaning ascribed thereto in the Agreement;

## 4. FLAT BUSINESS LINE - TERMS AND CONDITIONS SUPPLEMENT

After explication of the Initial Term as stated on the Services Agreement, this Agreement shall automatically renew at the current contrast rate for twelve (12) month periods ("Renewal Term") unless either Party terminates this Agreement by providing thirty (30) days advance written notice of termination to the other Party period to the explication of the then-current Term. Hereinafter "Term" shall mean collectively Initial and/or Renewal Term, Notwithstanding the foregoing, Cincianti Bell reserves the right to adjust vates as any time after the expiration of the Initial Term upon sixty (60) days prior written notice to Customer, during which time Customer shall have the right to terminate the Agreement, without incurring termination charges, if Customer does not agree to stated rate adjustment. In the event Customer does not provide written notice of termination during the sixty (60) day period, Customer shall be deemed to accept the rate adjustment.

DEFENITIONS

Flat Dusiness Line (IEB) - Flat rate analog business line. A phone line for which Customer pays a single monthly charge for and on which the Customer may make as many local phone calls as the Customer wishes during a month.

- SERVICES AND RATES
- .2 If Customer cancels, in whole or in part, any requested addition, recreagement, relocation or other modification to Flat Business Line service prior to completion thereof, Customer will reimburse Cincinnati Bell for the south expenses incurred by Cincinnati Bell in connection with such modification prior to Cincinnati Bell's receipt of notice of cancellation; provided, however, the amount of such reimbursement will not exceed the service, construction, installation, termination and other charges for which Customer would have otherwise been responsible.
- .3 Customer will be responsible for all taxes, surcharges, assessments or other charges (excluding toxes based on Cincinnati Bell's net income) imposed upon or relating to the provision of use of the products and services provided bereunder.
- A Any other regulated services not listed berein which are provided by Cincinnati Bell to Customer, shall be governed by the rates, terms, and conditions of the appropriate tariff / service agreement. Cincinnati Bell shall comply with all applicable laws, rules, regulations, ordinances, and codes (colloctively, "Legal Requirements") in connection with the provision of the Fizz Business Line
- D. TERMINATION CHARGES
- In the event that Flat Business Line service under this Agreement is tempinated by Cus

DATE OF PRINT:

July 31, 2009

Contract # 61490.1

(A) Cıncınnatı Bell

Supplement

Customer (Legal Name of Company)	Agreement Number
Customer (Legal Name of Company) PENDLETON COUNTY OF	61490.1
Cincinnati Bell Contact Guy Warman	Date
Guy Warman	July 31, 2009

.2 If nonrecurring charges associated with the installation of Flat Business Line service are waived and the Flat Business Line service is then terminated prior to the expiration of the Initial Term, the Customer will become liable for payment of the waived charges.

# 9. ZOOMTOWN INTERNET DSL - TERMS AND CONDITIONS SUPPLEMENT

TERM

After expiration of the Initial Term as stated on the Services Agreement, this Agreement shall automatically renew at the current contract rate for twelve (12) month periods ("Renewal Term") unless either Party terminates this Agreement by providing thity (30) days advance written notice of termination to the other Party prior to the expiration of the then-current Term. Hersination results and the statement of the then-current Term. Hersination results are stall mean collectively Initial and/or Ronewal Term. Notwithstanding the foregoing. Cincinnational Bell reserves the right to adjust rates at any time after the expiration of the Initial Term upon sixty (60) days prior written notice to Customer, during which time Customer shall have the right to exminate the Agreement, without incurring termination charges, if Customer does not agree to stated rate adjustment. In the event Customer does not provide written notice of termination during the sixty (60) day period, Customer shall be deemed to accept the rate adjustment.

- DEFINITIONS
- .I ZoomTown the Cincinnati Bell brand name for ADSL (Asymmetric Digital Subs Line).
- .2 <u>Business Class DSL</u>- usos ADSL, a technology that enables users to obtain high-speed access to the Internet over existing copper phone lines, without purchasing an additional line.
- .3 Standard DSL Service speed of up to 5Mbps/765Kbps. It includes FUSE as the ISP and 4 dynamic IP addresses.
- A Small Office DSL Service speed of up to 5Mbps/768Kbps. It includes FUSE as the ISP and 1 statio IP address.
- .5 Enterprise DSL Service speed of up to 5Mbps/768Kbps. It includes FUSE as the ISP and 5 static IP address.
- SERVICES AND RATES
- ntown Internet DSL service will be provided as specified on the attached Services
- 1. If Contonner cancels, in whole or in part, any requested addition, rearrangement, relocation or other modification to Zoomtown Internet DEL prior to completion thereof. Customer will reinhourse Cincinnati Bell's for the declaratification of the contoned bell of the contoned of the contoned bell of t
- .3 Customer will be responsible for all taxes, surcharges, assessments or other charges (excluding taxes based on Cincinnati Eell's not income) imposed upon or relating to the provision or

2 of 4



Supplement

Customer (Legal Name of Company) PENDLETON COUNTY OF	Agreement Number 61490.1
Cincinnati Bell Contact	Date
Guy Warman	July 31, 2009

use of the Zoomtown Internet DSL service.

4 Any other regulated services not listed herein which are provided by Cincinnati Bell to Customer, shall be governed by the rates, terms, and conditions of the appropriate tariff/service agreement. Cincinnati Bell shall comply with all applicable laws, rules, regulations, ordinances, and codes (collectively, "Legal Requirements") in connection with the provision of the Zoomtown Internet

#### O. COMPUTER / EQUIPMENT REQUIREMENTS

1 In order to receive ADSL, Customer must have minimum computer requirements. Curron information can be found on cincinnatibell.com website or through a Cincinnati Hell sales corresponding.

The following hardware and software must be installed on Customer's computer system (collectively referred to as "Equipment") in order to receive ADSL. (1) ADSL Modem (provided by Cincinnati Bell); (2) telephone line microfilters, if needed (provided by Cincinnati Bell); (3) Ethernet Card, if needed (provided by Cincinnati Bell); (4) Network interfuse Card, and (3) ZoomTown CD-Kom. Customer egrees that all of the Equipment listed below belongs to Cincinnati Bell. Cincinnati Bell grants the Customer a non-exclusive, non-transferable limited license to use the Equipment to eccess Cincinnati Bell "ZoomTown's network only for use in connecting from sucherized locations in eccordance with this Agreement. Loss, theft or physical damage to the Equipment is the Customer's responsibility.

#### e. Access to zoomtown equipment, software and/or facilities

Customer agrees that they will not access, or attempt to access any equipment, software (including reverse engineering, docomplling or disassembling the software or attempting in any manner to recreate the source code or object codes) or facilities (including remote computing systems) furnished in connection with this Agreement. Any attempt by Customer to access and/or subvert any such equipment, software or facilities without permission, and/or any attempts by Customer to authorit any network security measures of Cincinnati BeliZeoorTown or any other network shall entitle Cincinnati BeliZeoorTown to immediately terminate Zeomtown Internet DSL services without notice.

#### F. NETWORKING

Due to the every growing complexity of networked computers, the ZoomTown Holpdeak cannot advise or assist with general networking setup. Customer inquiries will be directed to 3-a perty computer technicians and network equipment manifecturers. During troubleshooting sessions where networked computers are present, the ZoomTown Helpdeak technician will eak the Customer to disconnent the networked equipment from the ZoomTown equipment, and directly connect the ZoomTown hardware to one Windows based or Macintosh PC. Doing so will help the technician diagnose issues with the ZoomTown equipment at the Customer's premises. Failure to comply with the ZoomTown technician's request in this matter will release ZoomTown's responsibility for further diagnose.

#### G. WARRANTIES

The manufacturers warrant the ADSL modem, Telephone Line Microfilturs, and Network Interface Card for one (1) year from initiation of Zoombown luterate DSL service ("Manufacturer's Warranty") Except for the Manufacturer's Warranty", the Equipment is provided on an "as is" basis without warranties of any kind, either express or implied, including the implied warranty that the Equipment is reasonably if for the purpose for which it is to be used and the implied warranty chart the Equipment is reasonably if for the purpose for which it is to be used and the implied warranties of merchantability and filmens for a particular purpose, unless such warranties are legally incapable of exclusion. The annufacturer will perform warranty service, and Customer should follow their guidelines in invoking

DATE OF PRINT

July 31, 2000

C-----

3 of 4



### Supplement

Customer (Legal Name of Company)	Agreement Number
PENDLETON COUNTY OF	61490.1
Cincinnati Bell Contact	Date
Guy Warman	July 31, 2009

### H. ACCEPTABLE USE

If ZoomTown becomes aware, through subsoriber compilating or otherwise, of any Content that it, in its sole discretion, considers to be obscience, level, lassivious, excessively violent, harassing, harmful, offensive, or otherwise objectionable, ZoomTown shall have the right, but not the responsibility, to immediately remove asude Content and/or to terminate Customer service without notice. This policy immediately remove asude Content and/or to terminate Customer service without notice. This policy content is the policy of the content of the policy of the content of the content of the policy of the content of the policy of the content of the c

### . TERMINATION CHARGES

.1 In the event that Zoomtown Interest DSL service under this Agreement is terminated by Customer for convenience or for reasons other than Clientanti Bell's breach of this Schedule prior to expiration of the thea-current Term, the Customer will pay a termination charge equal to all remaining amounts due or to become due, including but not limited to all monthly charges for which Customer would have been responsible if the Customer had not terminated prior to the expiration of

.2 All terminations in Zoomtown Internet DSL service will result in IP addresses assigned to Customer(s) reverting back to ZoomTown.Com.

Customer initials	Date

DATE OF PRINT:

July 31, 2009

Contract # 51490.

### In Re: Discuss Phone a Apartment for Ambulance Crew

Discussion was held regarding the phone service at the apartment for the 2<sup>nd</sup> ambulance crew. Squire Veirs made a motion not to approve payment of this service, seconded by Squire Fogle, motion carried.

	Cincinnati Bell				
PHILLIP M HART	Invoice Date: 7/22/2009	Account #: 859-654-1037 033	Page: 1 of 3		
FALMOLITH KY 41040	To	otal Amount Due:	\$42,15		
To make a payment or got additional	1		ugust 12, 2009 after August 12: \$42.78		
information about your bill, contact us:	Previous Charges				
www.cincinnatibell.com 513-565-2210	Last Month Total Que		\$43.40		
010-000-2210	Payment Received (through Ju Current Adjustments (through		\$43,40CR es	<u> </u>	
	Past Due Charges	ou 23, 200)	\$0.00 S	ź	
AutoPay	! !	Covers the period; Jul 22, 2 See followin	1000 - Aug 21, 2000 g page(e) for dotalla		
SECTION OF SECULIAR SECTION OF SE	Current Charges				
	Local Services			17000	
11.5	Home Phone		\$37.98	*****	
	One Time Charges and Cr	redits	\$0.01	200	
	Local Service Texas	This month's total	\$4,16 \$42,15	-	
Never miss a payment with AutoPay.	:	IDIS IJIONA B IDIZI	\$42.10		
Automatic monthly deductions from your checking account.		Total Amount Due	\$42.15	-	
View your bill and payment history online anytime.					
Sign up at www.cinclunntiball.com/myaccount	1 1 2				
	Thank you for choosing Clise	ninnati Soi: We approciate your business			
	Please return this comittance sky i	ejih your paymest	126		

## In Re: Approve KACo Truck Lease Extension

Squire Whaley made a motion to approve the Extension on the Tri-Axle Lease, seconded by Squire Wells, motion carried.



KENTUCKY ASSOCIATION OF COUNTIES
LEASING TRUST

380 King's Daughters Drive, Frankfort, Kentucky 40601
502-223-7667 \* 800-264-5226 \* Fax 502-875-7262 \* www.ksco.org
"Working For You In Ways You Never Imagined"

September 15, 2009

元色の四マドウ SEP 1-6 2009 COUNTY JUDGE'S OFFICE

RE: Truck Lease Amendment extending pay off date to 6/30/2010

Please sign the enclosed amendment and mail back to the following address as soon as possible

Kentucky Association of Counties Leasing Trust Attn: Betty "BJ" White 380 Kings Daughters Drive Frankfort, KY 40601

Also enclosed is the revised amortization schedule which you will need to keep for your records if you should have any questions please feel free to contact our office.

Betty "by White Accounts Receivable Office KACo Leasing Trust

Chair Sue Carole Perry Vice-Chair 3, Michael Foster Shelby Co. Clark Christian Co. Attorney

POARD-OF-TRUSTIES

Jim Townsend
Wobster Co. Judge/Executive
Ballard Co. Clerk
Trimble Co. Judge/Executive

### AMENDED

### LEASE AGREEMENT

### KENTUCKY ASSOCIATION OF COUNTIES LEASING TRUST

LESSEE:

County of Pendleton, Kentucky

Pendleton County Courthouse PO Box 149 Edmonton, KY 42129

June 10, 2008

ORIGINAL DATE OF LEASE: DATE OF REVISED SCHEDULE: September 20, 2009

ORIGINAL TERMINATION DATE: September 20, 2009

REVISED TERMINATION DATE: June 20, 2010

Lessor and Lessoe heroby agree that the original schedule of Lease Rental Payments attached to the Lease Agreement identified on the cover page herete as Exhibit B, shall be revised by replacing such Exhibit B with the Exhibit B attached herete, effective as of the Date of Revised Schedule set forth on the cover page herete.

KENTUCKY ASSOCIATION OF COUNTIES LEASING TRUST

By: Grant Satterly, Program Director

COUNTY OF PENDLETON, KENTUCKY

Judge/Executive

Fiscal Court Clerk

(Koniuphy Assessing of Comming - 1905 Feel STORMIT = - \*Chedully of Yaby Mentals

Soney Market Municipal State Laure (Clustry) MEV p-2005

	Unte Revited	Tales Russell	Total	Total PY	Lapse
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4/20/2009	_	354.91	334.91		102,586,00
4/20/200B		244.09	344.60		102,985,00
N/20/ROOD		334.01	334.91	21,524.01	102,000.00
7/20/3DCB	-	344.69	0.44,850		102,900,00
B/20/2000		244.50	344.80		102,980.00
0/20/200b		534,01	334.91		102,686.00
BOOKSONS	_	544.59	344.59		109,900,00
1/20/20de		DO 1.W1	3345,817		102,089,00
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\*AM-IN-Your S. Gride S. Gride

Historian samputed of heavilead fair please, notice the self sery was both of Laboratory of the self o

#### REVISED APPROVAL LETTER OF CREDIT FACILITY PROVIDER

September 20, 2009

Mr. Grant Satterly Kennicky Association of Countles Leasing Trust 380 King's Daughter's Drive Frankfort, KY 40601

Re: Lease Agreement between Kentucky Association of Counties Leasing Trust, as Leason, and County of Pandioton, Kentucky, as Leasee

Doar Mr. Sattorly;

You are hereby advised that an amendment to Exhibit B of the referenced Lease i appropriate and that the revised Exhibit B attached hereto is approved.

Sincere

15983.1

CONCERNED CER.	Markatan Markatan			 	L	
EXCHIBIT & - 6-	CHEDULE OF BASE	PENTALS				
Panifister Co Maney Market	uniy#4 - Dump Truck : Municipal Hata Laar	((Worldwide) on (Closing) Mi	KA 12-2004			
Date	Gase Rantal	Your Rental		Tular to Flanksi	Tutal PV Datal George	Lear-
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8/20/2008	_	401.60		401.00		120,0
9/20/2006	77,016,00	390.22		17.40b. dr		199.0
10/2/0/2006		344.09		344.60		102.0
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12/20/2006	-	344.50		244.80		103.0
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WOODDON.	-	310,04		215.54		100.00
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6/20/2001		334.01		534.P7	21.024.61	102.0

-AS-0-YMD 3.945%

## In Re: Draft Pendleton County Pandemic Flu Plan

Judge Bertram presented the court with a copy a Pandemic Flu Response Plan for Pendleton County. This was informational only, no action taken.

## Pendleton County Pandemic Flu Response Plan

September 17, 2009



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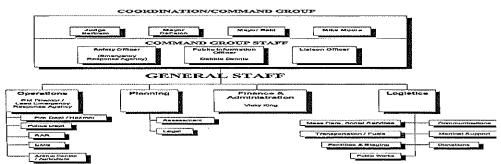
## Page 2

### Command, Control, and Management

### Incident Commander (IC)

If an incident occurs in Feedleton County the IC shall be the County Judge Executive/Emergency Management. The Incident Commander is the lead person for communication and assuming that their county staff will complete the tasks needed in an event.

### EOC Organizational Chart



Page 3

### Points of Contact during an Emergency in Pendleton County:

Agency	Contact	Phone number	24 hour number
County Judge	Henry Bertram	859-654-4321	859-743-6559
Emergency Management Director	Mike Moore	859-654-1930	859-743-9468
Falmouth Mayor	April DeFalco	859-654-6937	859-445-1187
Butler Mayor	Delbert Reid	859-472-6916	859-816-2578
Falmouth City Police	Mark Posey	859-654-5555	859-391-6255
Butler City Police	Kenny Hale	859-472-6063	859-620-0790
Sheriff's Office	Charles "Craig" Peoples	859-654-4511	859-322-3782
County Coroner	John Peoples	859-654-6942	859-322-6942

### Applicant Agent

The Applicant Agent is responsible for collecting and submitting all Recovery Process documentation. The Pendleton County Treasurer, Vicky King, is the Applicant Agent.

### Pandemic Coordinating Committee

The following stakeholders will comprise the Pandemic Coordinating Committee. This committee will convene as necessary to discuss and evaluate the situation at hand and come to a consensus on what actions to take.

- Pendleton County Judge Executive
  Pendleton County Magistrate
  Pendleton County Magistrate
  Pendleton County Treasurer
  Falmouth Mayor
  Falmouth Council Person
  Butler Mayor
  Butler Council Person
  Pendleton County Emergency Manager
  Three River's Health Department Director
  Pendleton County Medical Director
  County Coroner
  Law Enforcement Representatives
  Fire Department Chiefs
  Ambulance Service Directors
  Red Cross Representative
  Pendleton County Technology Director
  Pendleton County Technology Director
  Public Works Representative
  Chamber of Commerce Representative
  Faith Based Representative
  County Attorney
  Public Information Officer

Page 4

### Potential Disaster Response Agency Participants

- Public Health

  a. Local Fublic Health Agency
  b. State Public Health Agency
  c. Regional Federal Public Health Service
  d. CTC
  c. Local Public Health Labe
  f. State or Regional Public Health Labs
- - and HAZMAT Unit
  - /Regional 911 or Com
- - rgency Management
    a. Local Emergency Management Ageory
    b. State Emergency Management Agency
    c. FEMA or Regional FEMA Office
- - 1) Adr s) b) c) d) 2) Loc 3) Pha: 4) Hon 5) Fed
  - tor Medical System
- 8. Animal Control
- 9. Veterinary Practitio
- 10. Local Office of Public Works (water, sewer, electrical, ect.),
- 11. Public Affairs
- 12. Medical Examiners or Coroners
- 13. Local Elected Officials 14. City/County Attorney
- 15. Red Cross
- 16. State National Guard
- 17. Private Scotor and Bus
- 18. Local/Regional Media
  19. Agricultural Agencies

Response Agency	Typical Actions
Local Emergency Management	Host EOC; coordinate response logistics; deploy assets; liaison with state EMA; post-event claims
Law Enforcement	Threat assessment; criminal investigation; forensics and evidence processing; security; quarantine enforcement
Local Public Health Department	Surveillance and detection; epidemiological investigation; medical care coordination; administration of prophylaxis and vaccines; emergency powers; environmental control measures; communications with other agencies, the public, and media
Environmental Agency (usually LHD)	Assessment of contaminated environments; vector control rehabilitation of contaminated facilities; disposal of contaminated property
Fire Department	Staff care centers; assist with triage; assist with transportation
Emergency Medical Services	Transport patients; support care centers/triage areas
Regional Hospitals	Provide emergency and definitive medical care; isolate patients; dispense medications and vaccines; supplement lab services
County Coroner	Pathologic exams; body disposition; specimen collection; casualty lists
Mental Health Agency	Monitoring mental health needs; delivery of services to response personnel and general public
Clinical Labs	Initial or confirmatory testing of specimens
Public Works Agency	Water, sewer monitoring and treatment; provision of vehicles and equipment
Animal Control/Department of Agriculture	Monitoring and control measures may be needed to control spread

Page 6

### Training

Pre-event Trainings

The following emergency response personnel should be knowledgeable of this plan and in Pandemic Flu control measures:

- Emergency Management Directors and Deputies
  Emergency Medical Services
  Local Government Officials
  Law Enforcement
  Fire Departments
  Physicians and Nurses
  Volunteers

Pendleton County will disseminate information on Pandemic Influenza (i.e., signs/symptoms, preventative measures, adverse reactions to vaccine, and any other information provided by the Health Department, Medical Director, CDC, etc.).

Post-event Assessment
All involved agencies will assess actions taken during the event and make adjustments to any and all procedures as needed.

### Regional Responders Identification

All volunteers will be given ID badges to be worn while on-duty at the clinic sites.

Medical Personnel at Sites
All "Medical Personnel" shall wear a <u>blue</u> ID badge provided by Pendleton County EM.

Non-Medical Personnel at Sites

Non-Medical Volunteers will not need to be credentialed. However, they will receive a violet ID badge from the Volunteer Coordinators at each site.

Security Personnel at Sites
All "Security Personnel" shall wear a green ID badge provided by Pendleton County EM. Public Health at Sites
All "Public Health Personnel" shall wear a red ID badge provided by Pendleton Co EM.

Mental Health Volunteers

Mental Health Responders will receive a white ID badge from Pendleton County EM.

# Responders that <u>have</u> received the Pandemic Influenza Vaccine Will be identified by a "V" on their badge.

### Mobilization

### Pendleton County EOC Locations

Pendleton County Emergency Operations Center, 2275 HWY 27 N, Falmouth Phone: (859) 654-1930

Northern Pendleton Fire Station, 5900 HWY 154, Butler (Alternate EOC) Phone: (859) 472-1290; (859) 472-1298; (859) 472-1301

### TRDHD's DOC (EOC) Locations

Three Rivers District Health Department: Conference Room 510 South Main Street, Owenton Phone: (502) 484-3412

Owen County Health Center: Conference Room 1005 Highway 22 East, Owenton

# TRDHD's Alternative Meeting Sites for Staff

NOTE: These alternative meeting sites are only to be used in the event of a disaster that renders the local health department unavailable or unsafe.

Primary: Pendleton County Extension Office 45 David Pribble Drive Falmouth, Ky 41040 Phone: 859-654-3395

Alternate: Pendleton County Library 228 Main Street Falmouth, Ky 41040 Phone: 859-654-8535

### Communication

- Phone/Cell Phone/One Call system
  Website
  Email
  Satellite Cell Phone -All Area 7 Hospitals, EM, and Health Departments
  HAM Amateur Radio Operators Club
- Personal contact UHF/VHF Radio

- Fax Newspaper/Radio/TV

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### Risk Communication

- Area Joint Information Center (JIC)
   One JIC will be established through which all agencies would communicate with the media. Due to the potential for public panic in this type of situation no releases will be made without approval of and coordination with the Incident Commander.
  - Public Information Officers (PIOs) from several agencies will assist in the media coordination of the event. The designated Health Promotions Team members will serve as TRDHD's PIOs in conjunction with Pendleton County's PIO.
  - The anticipated location of the JIC will be determined by the Incident Commander.

- TRDHD Health Promotions Team (HPT)
   Pendleton County will provide information released to the public or media through the HPT approval process. The Incident Management Team (IMT) and the HPT will work closely during a disaster to draft and release information to the media and the public.
  - The IMT and the HPT will help coordinate regular press conferences with the media. Both teams will determine knowledgeable and trained individuals to be appointed as spokespersons during the time of the incident.
  - The HPT has a media binder that includes a diverse mixture of topics, such as fact sheets and press releases that may be distributed quickly to the media. The Public Health Preparedness Planaers (PHPPs) are working closely with the HPT to develop an outline of how information will be released to the media.
  - The HPT, the Pendleton County PIO and the Technology Director will assemble information to be posted on Pendleton County's website (<a href="www.trdhd.com">www.trdhd.com</a>) for public access.
  - The HPT will disperse hotline numbers (such as CDC & TRDHD) to the media and public.
  - The HPT will contact clinic sites to gather a "waiting time" estimate for media reports.

If the JIC is not operational, the HPT will set up in the District Office conference room.

### Activation of the County's Pandemic Flu Response Plan

Pendleton County's Judge Executive, or designee as determined by Continuity of Government, shall activate this plan in the event of any of the following:

- The request for assistance from:

  Mayor
  Emergency Management
  Law Enforcement
  Fire Department
  EMS
  Health Department
  County Medical Director
  Pendleton County Superintendent
  Business Community
- The declaration of a public health disaster by the Commissioner of Health,
- The declaration of a major outbreak within the state by either the Governor or the President or,
- Any flu outbreak or other situation which, in the judgment of the TRDHD Director, constitutes a threat to the public's health, regardless of whether a major outbreak has been declared or whether local authorities have requested assistance from Three Rivers District Health Department.

Upon the activation of this Emergency Response Plan, the Judge Executive, Emergency Management Director, and other community leaders shall alert their staff to be on stand-by status as necessary and direct individuals to report to their normal duty stations (or the EOC).

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### Opening of Mass Vaccination Clinics

With regard to who can order mass vaccination, there is authority at both the state and the local level.

Authority at the state level: KRS Chapters 39 A through F establish that the Governor has authority to assume direct operational control of all disaster and emergency response forces and activities in the Commonwealth, which he will exercise through the Director of Emergency Management in the Department of Military Affairs. During a Pandemic Influenza event, specifically, the Governor's authority will be exercised also through the Cabinet for Health Services in accordance with KRS 214.020 and 902 KAR 2:030(1)(2), which empowers the Commissioner of the Department for Public Health to immunize all persons and to introduce measures "as necessary because of widespread infection or threatened epidemic."

TRDHD Authority at the local level: During a declared, statewide Pandomic Influenza emergency, the Governor or his designee will "require" state agencies to respond and will "request" local governments and local agencies to respond to the emergency. The District Director (Public Health Officer) will be expected to activate the local health department's Infectious Discuse Emergency Response and Recovery Plan and to enforce quarantine/isolation as needed, with the support of the County Judge. Even in the absence of a declared, statewide emergency, the District Director has authority under KRS 214.020 and 902 KAR 2:030(1)(2) to protect public health in his/her jurisdiction by activating any part of the health department's "mass vaccination" plan. However, state support for such action may or may not be available.

### Clinic Information

Pendleton County: 1 clinic site, running 24 hours (2-12hr. shifts)

TRDIID Primary Location

Site 1: Pendleton County High School 2359 Highway 27 North Falmouth, KY 41040

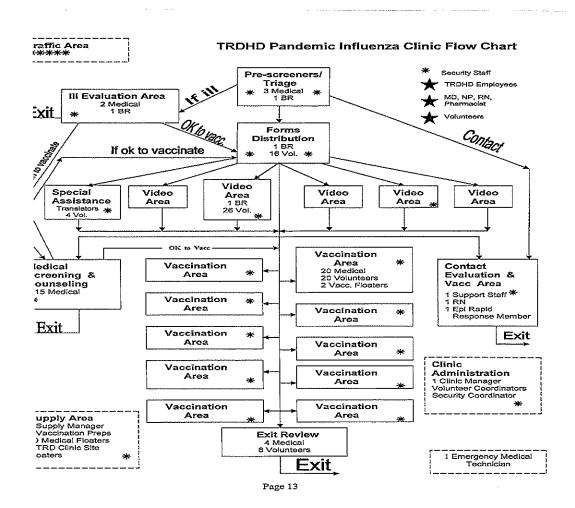
TRDHD Alternate Site Locations

Southern Elementary School Northern Elementary School Sharp Middle School The School Center Pendleton County Extension Office Kincaid State Park Butler United Methodist Church

### **Pendleton County Clinic Operations**

	First Shift	Second Shift
Clinic Managers		
Supply Managers		
Security Coordinator		
Volunteer Coordinators		
Pre-Screeners		
III Evaluators		
Contact Evaluators		
Form Distribution		
Video Area	1,000	
Medical Screening and Counseling		
Vaccine Administrators		
Vaccination Assistants		
Vaccination Area Floater		
Clinic Flow Controllers		
Vaccine Preps		
Forms Collection		
Exit Review		
Clinic Site Floaters		
Nurse Float Staff		
Security Staff		
EMS		
Interpreters		
Data Entry		

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### Vaccination of First Responders and Volunteers

TRDHD has not and will not announce the location of any of the planned clinic sites to the public sector. The clinics will be announced to the public when doemed necessary from the District Director or his designee.

Emergency Management will see that the following first responders are made aware of the clinics: police, firefighters, EMS, EM, and mortuary staff (and in the future, volunteers). TRDNID will be responsible for notifying their clinic staff via the Health Alert Network.

### Emergency Response to High Morbidity Pandemic Flu

When the morbidity rate in Pendleton County approaches 25%, the Pandemic Coordinating Committee (PCC) will convene ASAP to assess the situation, then advise and make recommendations to the Incident Commander. Actions to take on the following issues will be part of the discussion.

- School System Closure
  Business and Social Gathering Closure
  Isolation and Quarantine
  Mass Triage Locations
  Hospital Overflow
  Mass Fatalities
  Mass Burial Site
  Mass Burial Site

### Isolation and Quarantine

Isolation — Restriction of movement/separation of sick (infected) person(s) with contagious disease; usually in a hospital setting, but can also be at home or in a dedicated isolation facility

Quarantine — Restriction of movement/separation of <u>well</u> person(s) presumed exposed to a contagious disease; usually at home, but can also be in a dedicated quarantine facility (can be individuals or community/population level)

Prevention of the spread of the Pandemic Influenza virus from patients to others is a critical part of the control strategy. Pandemic Influenza patients usually transmit infection by expelled direplets to close contact (those within 6-7 feet). Although these patients generally are infectious from the time of first development of rash, the earliest stages of the rash may be difficult to recognize. However, preceding the development of rash, the patient will run a high fever for 2 to 3 days. Isolation of a possible case from the time of onset of fever will provide a sufficient time to assure appropriate isolation measures are in place at the onset of their infectious period (rash). This isolation strategy in addition to vaccination of all of the close contacts to the ease should sharply limit the spread of Pandemic Influenza.

The major source of legal authority for public health interventions is the police power, defined as the inherent authority of all sovereign governments to enact laws and promote regulations that safeguard the health, welfare, and morals of its citizens. The  $10^{th}$  Amendment reserves to the states all powers not expressly granted to the Federal Government nor otherwise prohibited by the Constitution, including police power. The courts have repeatedly held that the state quarantine laws are a proper exercise of their police power. Such laws, for example, may be used to detain individuals within a circumscribed area and to exclude healthy persons from entering the area.

KRS 214.020 states: When the Cabinet for Health Services believes that there is a probability that any infectious or contagious disease will invade this state, it shall take such action and adopt and endorse such rules and regulations as it deems efficient in preventing the introduction or spread of such infectious or contagious disease or diseases within the state, and to accomplish these objects shall establish and strictly maintain quarantine and isolation as such places as it deems proper.

- The State Epidemiologist will serve as the coordinator of isolation or quarantine activities in the event of an outbreak in Kentucky. Local and/or state statutes regarding public health authorities for isolation and quarantine of potentially infected and incubating persons shall be followed.
- When necessary, federal public health statutes for the control of infectious diseases may be enacted to assist local and state authorities in implementing the necessary outbreak control measures.
- A state of quarantine will be instituted only as a last resort to control a Pandemic Influenza outbreak situation when other containment measures have failed or are falling behind the accrual of new cases.
- KY laws establish adequate authority of the Governor to institute quarantine measures at local, county, or state level in declared emergency.
- If quarantine is indicated, the Governor of Kentucky, in consultation with the Secretary of Health, Commissioner of Health, and the State Epidemiologist, as well as federal authorities, will be responsible for declaring this state of emergency and marshalling resources to implement the quarantine plan.
- KyEM will assist assigning law enforcement personnel to quarantine/isolation sites.
- Local Emergency Management through KRS 39 has been given the authority to act in whatever manner necessary to overcome or mitigate a disaster such as a Pandemic Flu Event. This includes the administration and governing of public quarantine and isolation.

### Mass Triage

The location for mass triage in the County will be at Sharp Middle School (Put into operation when the PCC and Incident Commander determines mass triage is necess operation when for the county)

### **Hospital Overflow**

When hospitals in the region are overwhelmed and can no longer handle the influx of patients, the PCC will convene, assess the situation, then advise and make recommendations to the Incident Commander.

Locations to consider for hospital overflow are The St Elizabeth Care Unit, Sharp Middle School, Flour Creek Church Recreation Center and the Falmouth School

### Mass Fatalities

- When Funeral Homes in the County are overwhelmed and can no longer handle the influx of fatalities, the PCC will convene, assess the situation, then advise and make recommendations to the Incident Commander on the disposition of bodies.

  The PCC may recommend following The Northern Kentucky Natural Death Surge plan as a guide in dealing with mass fatalities.

  The County Coroner shall designate an alternate morgue site to be utilized once any hospital has reached its capacity.

  The PCC and Emergency Management will determine the need for refrigeration units/trucks to be used at the temporary morgues.

  The County Coroner will request DMORT (Disaster Mortuary Operational Response Team) if needed. He/She may also request assistance from:

<u>State EOC</u> 800-255-2588, 502-607-1638

KY Coroner's Association
 Mr. Mike Wilder, KACo Board Representative
 Work: 859-332-4321
 KY Coroner's Association is dispatched from EM in Frankfort for statewide situation. A County Coroner may request assistance in the event of mass fatalities.

Funeral Directors Association of Kentucky Mr. Sydney Fogle Work: 800-866-3211 Funeral Directors Association of KY is dispatched from any County Coroner's office.

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### Mass Burial Site and Procedures

- The mass burial site for Pendleton County is the back side of Riverside Cemetery. Bodies will be identified for recovery at a later date and mass burial may follow procedures of the Northern Kentucky Natural Death Surge Plan. The Public Works Director will assist in this process.

### Kentucky Community Crisis Response Board (KCCRB)

The KCCRB provides crisis intervention and disaster behavioral health services... psychological first aid to people affected by crisis or disaster. "Psychological First Aid" is the application of three basic concepts: protect, direct and connect. It embraces 1) the addressing of immediate physical needs, 2) comforting and consoling affected individuals, 3) providing concrete information about where to turn for help, 4) listening to and validating feelings, 5) linking individuals to support systems, 6) normalizing stress reactions to trauma and sudden loss and 7) reinforcing positive coping skills

The Incident Commander and/or their designee will determine if it is necessary to deploy the KCCRB.

KCCRB: 1-888-522-7228 EOC in Frankfort for after-hours: 1-800-255-2587

## Equipment Possibly Needed for Pandemic Flu Response

- 1. Back-up generators for the Health Department
  2. Portable generators for Command Post, refrigerators, AV equipment, and lights at vaccination site
  3. Emergency lights for Health department use
  4. 2-way radios for the vaccination site
  5. Ventilation Fans
  6. IC vests
  7. Cones and Barricades for traffic control
  8. Reflective tape
  9. Flashlights
  10. Batteries; AAA, AA, C, D, 9V, 6V
  11. Tyvek® Suits
  12. PVC boots
  13. Nitrile® gloves
  14. Bullhorns
  15. Line tape

- 14. Bullhorns
  15. Line tape
  16. Bar Code scanner to check IDs clinic staff
  17. ID badges with bar code scanner for all volunteers at clinic sites
  18. Food and Drinks for staff
  19. Face Masks

## Important Phone Numbers

Organization	Phone
American Red Cross	
Cincinnati Chapter (Serves Gallatin, Owen & Pendleton)	513-579-3000/Fax
720 Sycamore Street	513-579-3953
Cincinnati, Ohio 45202	
Cardinal Office Supplies	
Toll-Free Number	800-539-6787
Fax Number	800-539-4325
CDC Public Response Service Hotlines	
English	888-246-2675
Spanish	888-246-2857
TTY	866-874-2646
Commodore Medical Services	
Toll-Free Numbers	800-297-2104
	877-268-4394
Weekend/Emergency Number	615-297-2104
Darov, Inc. (Medical Waste Disposal)	
Toll-Free Number	877-939-2783
FBI - Louisville Office	502-583-3941
Funeral Directors Association of Kentucky	800-866-3211
Kentucky Community Crisis Response Board (KCCRB)	888-522-7228
Kentucky Coroner's Association	859-332-4321
Kentucky Department of Agriculture	502-564-7274
Kentucky Emergency Management Duty Officer (Frankfort)	800-255-2587
Kentucky Medical Examiner	502-852-5587
Kentucky State Police	782-2010
Poison Control Center	800-222-1222
State Immunization Branch	502-564-7818

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### **Media Contacts**

Organization	City	County	Phone	Fax
The Kentucky Post-Daily paper	Covington	AU	859-292-2600	859-291-2525
The Lexington Herald-Leader -Daily paper	Lexington	All	859-231-3200	859-254-9738
The Kentucky Enquirer-Daily paper	Cincinnati	Aii	859-578-5555	859-578-5565
The Courier Journal-Daily paper	Louisville	All	800-765-4011 or 502-582-4011	502-582-4200
Carroliton News Democrat- weekly	Carrollton	Carroll	502-732-4261	502-732-0453
Gallatin County News-weekly	Warsaw	Cinlintin	859-567-5051	859-567-6397
The News Herald-weekly	Owenton	Owen	502-484-3431	502-484-3221
The Falmouth Outlook-weekly	Falmouth	Pendleton	859-654-3332	859-654-4365
WCPO-TV (9-ABC)	Cincinnati	Ali	513-721-9900	513-721-6032
WKRC-TV (12-CBS)	Cincinnati	All	513-763-5500	513-421-3820
WLW-TV (5-NBC)	Cincinnati	All	513-412-5000	513-412-6105
ICN6-Cable TV	Covington	GC&PC	859-491-4266	859-491-6397
D & N Cable	Owenton	OC .	502-484-5795	
WXIX-TV (19-FOX)	Cincinnati	All	513-421-1919	513-421-3022
KET-TV (PBS)	Lexipaton	All	859-258-7000	859-258-7399
WKYT-TV (27-CBS)	Lexington	All	859-299-0411	859-293-1578
WDKY-TV (36-FOX)	Lexington	All	859-269-5656	859-269-3774
WLEX-TV (18-NBC)	Lexington	All	859-259-1818	859-254-2217
WTVO-TV (36-ABC)	Lexioston	All	859-294-3636	859-293-0539
WAVE-TV (3-NBC)	Louisville	Aii	502-561-4150	502-561-4105
WBKI-TV (34-WB)	Louisville	All	502-809-3400	502-266-6262
WDRB-TV (41-FOX)	Louisville	All	502-561-7711	502-568-6751
WHAS-TV (11-ABC)	Louisville	All	502-582-7840	502-585-5992
WKMJ-TV (15-PRS)	Louisville	All	502-456-7084	502-452-1500
WLKY-TV (32-CBS)	Louisville	All	502-893-3671	502-896-0725
WIOK 107.5 FM	Falmouth		859-472-1075	859-472-2875
WFKY 1490 AM/WKYW 104.9 PM	Frankfort	<del> </del>	502-223-8281	502-875-1225
WKED 1130 AM/103.7 FM	Frankfort	1	502-875-1130	502-875-1225
WNKU 89.7 FM	Northern Ky. University		859-572-6500	859-572-6604
WHAS 84 AM	Louisville	<del>                                     </del>	502-479-2222	502-479-2234
WKRC 55 AM	Cincinnati	<del> </del>	513-241-1550	1
WEBN 102.7 FM	Cincinnati	<del> </del>	513-621-9326	<del>                                     </del>
WUBE 105.1 FM	Cincinnati		513-721-1050	1
WKID	Vevey, Indiana	<del>                                     </del>	812-427-8590	·
WIKI	Madison, Indiana		502-732-5592 or 800-835-3640	

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## In Re: Mike Hancock Rural Secondary Road (330) (467) Update

Judge Bertram updated the court on the rural Secondary Road Program. Mago has informed the court that they can be in the county and ready to blacktop by October 15<sup>th</sup>, assuming everything is finished with the state and bidding process. This was informational only, no action taken.

## In Re: Propane bid for County Properties

Judge Bertram presented the court with a copy of the Public Notice to be published regarding propane bid for county properties. This was informational only, no action taken.

deleton County Fiscal Court will open bids for the purchase of propane gas to be used the Pendleton County Animal Shelter and at four tower location within the county. The senal be priced at a "cost per gallon" for a period of one year commencing at time of award. All storage equipment shall be provided by the winning bidder. The winning der shall, at the end of the one year bidding cycle, be prepared to reclaim and move or her equipment, should he or she not win the bid for the following year. Bidder must oprovide in his or her bid, the cost of pumping the existing propane at the end of the tract, should he or she not be the winning bidder for the new year, along with the cost removing the tanks, if any, and reimbursement price per gallon for any unused pane, should he or she not be the winning bidder for the following year. Bidder must a bid form sheet that can be gotten from the counties website midletoncounty.ky.gov> or picked up or faxed from the County Judge/Executive's see listed below.

The bids will be opened on October 13, 2009 at or around 7:00 P.M. during a regularly scheduled fiscal court meeting. Bids shall be submitted no later than 4:00 P.M. the date of opening, in the Office of the Judge/Executive, Pendleton County Courthouse, 233 Main Street, Falmouth, Keatuoky 41040. No fixed bids will be accepted and all bids shall be marked "BIDS". The Fiscal Court reserves the right to reject any or all bids.

Publish on October 6, 2009

#### **Pendleton County Propane** Bid Sheet for October 2009 Bid

1.	Cost of Propane per Gallon for one year from bid award date.
2.	Cost of pumping out existing propane is not winning bidder for new year.
3.	Cost of removing tanks, in any, when not winning bidder for new year.
4.	Reimbursement rate back to county per gallon for any unused propane at the end of the contract year should the hidder not be the winning hidder for the payt pay hid year.

# In Re: Approve Purchase of DOT Surplus Truck for Road Department not to exceed \$12,000.

Judge Bertram ask for a motion to approve the purchase of a DOT Surplus truck for the Road Department not to exceed \$12,000.00. Squire Fogle will accompany Tim Antrobus, Road Supervisor to Frankfort on Tuesday September 29<sup>th</sup>, to attend a surplus action to be held on that date. Squire Veirs made a motion to approve this purchase, seconded by Squire Fogle, motion carried.

#### In Re; Disaster Cleanup RFP

Judge Bertram presented the court with a request for Proposals for Debris Removal and Disposal Services. This was informational only, no action taken.

#### REQUEST FOR PROPOSALS DEBRIS REMOVAL AND DISPOSAL SERVICES

The Pendleton County Fiscal Court (hereinafter referred to as the "County") requests proposals from qualified contractors (hereinafter referred to as the "Contractor/Proposer") for Debris Removal and Disposal Services. This solicitation by the Pendleton County Fiscal Court will result in the selection of an experienced and qualified firm to remove and lawfully dispose of disaster-generated debris from public property and public right-ways, and to setup and operate Temporary Debris Staging and Reduction Sites (TDSRS) in Pendleton County. The County will designate a debris management team.

#### SECTION 1.0 GENERAL INFORMATION

<u>Objective</u>
The objective of the RFP and subsequent contracting activity is to secure the services of an experienced and qualified Contractor who is capable of efficiently removing large volumes of disaster-generated debris in a timely and cost-effective manner and lawfully disposing of all debris. Appropriate guidance may be accessed at <a href="http://www.fema.gov/ndf/rrr/pa/demandc.pdf">http://www.fema.gov/ndf/rrr/pa/demandc.pdf</a>.

SECTION 2.0 STATEMENT OF WORK

The qualified firm will develop and present the scope of services, meeting the County needs. The work to be undertaken includes but is not limited to the following:

#### 2.1. Debris Removal

- a. Emergency Road Clearance Removal of debris from the primary transportation routes as directed by the County. In this role the Contractor will perform an emergency "PUSH" sufficient to allow emergency vehicles to traverse the roadway. The County will determine route priorities for this push.
- b. Debris Removal from Public Property Removal of debris from public rights-of-way. Removal of debris beyond public rights-of-way as necessary to abate imminent and/or significant threats to the public health and safety of the community. These areas may include vacant public lands, operational facilities, utility facilities and other land owned by the County, it may be necessary to make several trips through a neighborhood as debris is moved to the ROW. In this case the loads will need to be documented separately, per the instructions of the County and the Debris Management Consultant. The Debris Management Consultant shall be an employee of the County, but shall be in complete consultation with the Contractor on all debris removal.
- Debris Removal from Private Property Should an imminent threat to life, safety, and health to the general public be present on private property, the Contractor, as directed and cleared by the County, will accomplish the removal of debris from private property.
- Hazardous Tree Stumps The Contractor shall remove all stumps that are determined to be hazardous to public access and as directed and determined by the County. Stumps shall be hauled to TDSRS where they shall be inspected and categorized by size.
- Fill Dirt The Contractor shall place compacted fill dirt in ruts created by equipment, holes created by removal of hazardous stumps and other areas that pose a hazard to public access upon direction and determination by the County.

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- Temporary Debris Staging and Reduction Site (TDSRS) The Debris Management Team (County and Contractor will equal membership) will determine the minimum number of sites required for each storm event. The County will designate debris management sites. The contractor and the County will jointly select these sites. Preparation, maintenance and operation of these TDSRS facilities are entirely the Contractor's responsibility. The Contractor may also lease/own, prepare and maintain additional TDSRS facilities to accept and process all eligible debris. Preparation and maintenance of facilities shall include maintenance of the TDSRS approach and interior road(s) for the entire period of debris hauling, including provision of rock for any roads that require stabilization for ingress and egress. Each facility shall include an inspection tower sufficient for a minimum of three (3) inspectors for the inspection of all incoming and exiting loads. The County will assist the courneror in obtaining any required permits. All permit cost shall be the responsibility of the County. At the County's discretion, owned rights of way or other entity owned property could be provided for temporary storage of debris.
- TDSRS Debris Removal Operations Plan: Once the debris management site is selected for use, the CONTRACTOR will provide a Site Management Plan to be reviewed by the County.

  Access to site
  Site preparation clearing, crosion control, and grading
  Traffic control procedures
  Safety
  Segregation of debris
  Location of ask disposal area, hazardous material containment area, contractor work area, and inspection tower
  Location of incincration operations, grinding operation (if required). Burning operations require a 100-foot clearance from the stockpile and a 1000-foot clearance from the stockpile and a 1000-foot clearance from structures.

  Location of existing structures or sensitive areas requiring protection
  Restoration of Site
- All debris shall be processed in accordance with local, State and Federal law, standards and regulations. Processing shall include, but is not limited to, reduction by tub grinding, incincration, and/or open burning when approved by the County or agency having jurisdiction. Prior to reduction, all debris shall be segregated between vegetative debris, construction and demolition debris, recyclable debris, white goods and hazardous waste, as necessary.
- Generated Hazardous Waste Abatement Abatement of hazardous waste identified by the Cotaccordance with all applicable Federal, State, and local laws, standards and regulations.
- Debris Disposal Disposal of all eligible debris, reduced debris, ash residue and other products of the debris management process in accordance with all applicable Federal, State, and local laws, standards and regulations. The Contractor shall be responsible for paying all landfill-tipping fees and provide all required documentation to the Debris Management Consultant so as to meet eligible reimbursement requirements through FEMA and (FHWA) for such fees. If the contractor is responsible for paying tipping fees, they will be reimbursed by the County upon the county's reimbursement by FEMA.

#### Documentation and Records

Documentation and Inspections — Disaster debris shall be subject to inspection by the County and the Debris Management Consultant. Inspections will be to insure compliance with the contract and applicable local, State and Pederal laws. The Contractor will, at all times, provide the County access to all work sites and disposal areas. The Contractor, the County and Debris Management Consultant will have in place at the TDSRS personnel to verify and maintain records regarding the contents and cubic

yards of the vehicles entering and leaving the TDSRS. The Debris Management Consultant will coordinate data recordation and information management systems, including but not limited to:

Implement and maintain a disaster debris management system linking load ticket and TDSRS information, including reconciliation.

Provide daily, weekly or other periodic reports for County managers and the Debris Management Consultant, noting work progress and efficiency, current/revised estimates, project completion and other schedule forecasts/apdates.

The Contractor shall provide all requested information to the Debris Management Consultant that is necessary for proper documentation. County representatives shall review all documentation prior to submittal. The Contractor will work closely with the FDEM, FEMA and other applicable State and Pederal agencies to ensure that eligible debris collection and data documenting appropriately address concerns of the likely reimbursement agencies. The Debris Management Consultant will coordinate this work. Discrepancies in what is required of the Contractor must immediately be brought to the attention of the Debris Management Team and the Contractor within 72 hours.

- Documentation and Recovery Process The Contractor will provide the following assistance in addition to debris removal:

  Recovery process documentation create recovery process documentation plan

  Maintain documentation of recovery process

  Provide written and oral status reports as requested to the County Debris Management Consultant

  Review documentation for accuracy and quantity

  Assist in preparation of claim documentation.
- TDSRS Site Restoration Site restoration shall be accomplished in accordance with all Federal, State and local laws, standards and regulations.

- a. Work Areas The County will establish and approve all areas that the Contractor will be allowed to work. These include Right of Way, public land and TDSRS. The Contractor will remove all eligible debris and leave the site from which the debris was removed as close to its original condition as possible.
- Working Hours All activity associated with gathering and loading of eligible debris shall be performed during visible daylight hours only. Hauling of eligible debris to the TDSRS will be allowed during visible daylight hours only between dawn and dusk. The Contractor may work during these hours, soven (7) days per wook including holidays. It is understood between the parties that at the TDSRS, debris reduction may take place twenty-four (24) hours, seven (7) days per week if the Contractor deems it necessary to meet the work demand, subject to County approval. County approval shall consider safety and impacts to surrounding land uses such as occupied residential areas. The Contractor shall be responsible for obtaining sites to stage equipment, such as trucks, while not in use.
- Priority of Work Areas The County will establish and approve all areas that the Contractor will be allowed to work. Daily and/or weekly scheduled meetings will be held to determine approved work areas. The Contractor shall remove all oligible debris and leave the site from which the debris was removed in its original condition.
- Safety The Contractor shall have at least one Safety Officer on duty at all times. The safety officer shall be familiar with and properly trained to perform the assigned Safety Officer duties. All work zones shall conform to Standards and all work sites/conditions shall conform to all applicable Federal. State and local safety standards.

#### - 3 -

#### SECTION 3.0 PROPOSAL RESPONSE REQUIREMENTS

A prospective service provider's response to this RFP should include the following information at a minimum. Please note that the proposal should address the requirements in a clear and concise manner in the order stated herein.

#### 1 -- Experience and Capability

This RFP is for Emergency Debris Clearance (Push), Debris Removal, Temporary Debris Staging an Reduction Site Management, and Tree and Limb Removal. All work shall follow the Occupational Safety and Health Administration (OSHA) and Environmental Protective Agency(s) requirements to maintain a safe working environment. Countly has the right to increase or decrease the Contractor's assignment and/or areas of operation within the scope of this contract. Due to the diversity of damage caused by natural or manmade disasters. The Country reserves the right to negotiate pricing for the debris removal with the Contractor at the time of the event, base on FEMA allowable rates and other negotiating factors. This proposal should outline the ability to provide expert guidance with the curre Federal, State and Local guidelines and regulations as they relate to disaster generated debris.

#### 2-Past Performance

The proposer shall include a list of major debris removal projects completed within the past five years. The proposer must have been the prime contractor for all work to be considered as experience and qualifications. Major debris removal projects completed beyond the five years may also be presented. Include any pertinent information needed to determine the proposer's past performance. The proposer shall provide at least three (3) references for contracts of a similar size and scope, (if available) including at least two references for current contracts or those awarded during the past five years. Include the name of the organization, the length of the contract, a brief summary of the work, and the name and telephone number of a responsible contact person.

#### 3-Approach and Method

The proposer shall provide a technical plan for how the work will be accomplished, the quality control, how FEMA requirements will be met. Include the operational processes for the debris reduction sites. The proposer should identify the resources they will mobilize. The proposer shall provide the management processes anticipated to be used.

#### 4-Management and Personnel

Provide a list of management and personnel with a brief resume of their qualifications and past experience.

#### 5- Equipment Resources

Please list all equipment available to your company for this project.

#### 6 - Proposal form; proof of insurance and bonding

nplete and attach the forms contained in the attachment

#### 7 - FEE PROPOSAL

All fees for the following listed work will be negotiated as quickly as possible following any disaster that requires this RFP to be activated. The County has full and complete discretion as to when and how this RFP is activated and to the contents of any contract document between the county and the Contractor. The County reserves the right to negotiate pricing with the Contractor for Emergency Debris Clearance (Push), Debris Removal, Temporary Debris Staging and Reduction Site Management, and Tree and Limb Removal and any and all other related cleanup with the Contractor at the time of the disaster, base on FEMA allowable rates and other negotiating factors.

Proposals shall be submitted as follows.

- All proposals must be delivered to the County Judge/Executive's Office, 233 Main Street, Falmouth, Keatucky 41040 no later than 12:00 PM October 28, 2009. Late proposals will be rejected. Failure to comply with this or any other paragraph of the Request for Proposals shall be sufficient reason for rejection of the proposal.
- The front of each proposal envelope/container shall contain the following information for proper identification:
  The name and address of the proposer
  The word "Proposal" and the RFP number
  The time/date specified for receipt of proposals 3.2.

- ALL PROPOSALS MUST BE RECORDED (CLOCKED IN) IN THE JUDGE/EXECUTIVES OFFICE ON OR BEFORE THE TIME AND DATE INDICATED ON THE REP DOCUMENT. The responsibility for submitting the proposal to the Judge/Executive's Office on or before the above stated time and date is solely that of the proposer. The County will in no way be responsible for delays in mail delivery or delays caused by any other occurrence. LATE PROPOSALS WILL NOT BE ACCEPTED.
- 3.4. All proposals must be in writing. Non-responsive proposals may not be considered. Faxed or emailed proposals will not be considered.
- The County shall not be liable for any costs incurred by a respondent prior to entering into contract. Therefore, all respondent are encouraged to provide a simple, straightforward, and concise description of their ability to meet the project requirements.

The County's evaluation criteria will include, but not be limited to, consideration of the following:

1. 25% assigned to respondent's knowledge of Federal Emergency Management Agency regulations and procedures.

2. 10% assigned to respondent's Operational Plan.

3. 15% assigned to proposed price for work to be accomplished.

4. 30% assigned to past performance record

5. 20% qualifications of personnel and company experience

#### SECTION 4.0 GENERAL TERMS AND CONDITIONS

- All work should be completed to the satisfaction of the County and/or authorized representative thereof.
   The County may hive a monitoring firm to assist with quantity measurement and work quality certification. In that case, all work and payment will be verified by the project monitor.

- Incligible work will not be paid. The contractor is advised not to attempt any work that is not approved by the County.
   Proof of the proposer's ability to provide bid bond in the amount of no less than \$25,000.00 is required with the proposal response.
   At the time of activating this RFP, the Contractor will be required to provide a payment and performance bond equal to the estimated cost of the disaster debris removal.
   A payment and performance bond no less than \$2 million is required for any contract between the County and the Contractor for removal of debris during a disaster. Contractor will also carry a worker's compensation and general liability insurance in amounts specified by the County.
   The contractor will indemnify the County and their employees, including elected officials, from any damages and claims made due to project.

#### RIGHT OF REJECTION:

The County reserves the right to waive any informality in any proposal, to reject any or all proposals in whole or in part, with or without cause, and/or to accept the proposal that in its judgment will be in the best interest of the County and its citizens.

#### EQUAL OPPURTUNITY AGREEMENT

In connection with work performed under a County contract, the respondent agrees, upon receipt of a written award or acceptance of a contract, to support and abide by the County's Equal Opportunity Pledge.

By submitting a proposal in response to this solicitation, the respondent agrees to—

Not discriminate against any employee or job applicant because of their race, creed, color, sex, marital status or national origin;

Post a copy of this pledge in a conspicuous place, available to all employees and job applicants.

Place or cause to be placed a statement in all solicitations or advertisement for job applicants, including subcontracts, that the respondent is an "Equal Opportunity Employer".

## INDEMNIFICATION

The Contractor/Proposer shall indemnify and save harmless the County, its officials and employees, from all losses, damages, costs, expenses, liability, claims, actions, and judgments of any kind whatsoever brought or asserted against, or incurred by, the County, including without limitation attomey's fees and costs of litigation, to the extent that the same arise out of or are caused by any act or omission of the consultant, its sub-consultants or subcontractors, or by the employees, officers, directors, or agents of the consultant, or its subcontractors. This and subsequent indemnification clause shall be placed in the contract between the County and Contractor.

#### ISSUANCE OF ADDENDA

If this solicitation is amended, the County will issue an appropriate addendum to the solicitation. If any addendum is issued, all terms and conditions that are not specifically modified shall remain unchanged.

Proponents shall acknowledge receipt of each addendum to this solicitation using one of the following methods:

- By signing and returning the addendum;
  By signing letter;

- By signing facsimile (subject to the conditions specified in the provision entitled "FACSMILE DOCUMENTS".)

  3. The County must receive the acknowledgment by the time and date, and at the location specified for the receipt of proposals.
- 9.4.3

#### PAYMENT:

Withholding Payment

In the event a contract is canceled under any provision herein, the County may withhold from the Contractor any monies owed on that or any contract, an amount sufficient to compensate for damages suffered because of the violation resulting in cancellation.

#### INSURANCE REQUIREMENTS:

Prior to commencing work, the Consultant shall procure and maintain at Consultant's own cost and expense for the duration of the agreement the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work or services hereunder by the consultant, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be included in consultant's proposal.

Commercial General/Umbrella Liability Insurance- \$1,000,000 limit per occurrence for property damage and bodily injury. The service provider should indicate in its proposal whether the coverage is provided on a claims-made or preferably on an occurrence basis. The insurance shall include coverage for the following:

Premise/Operations

Explosion, Collapse and underground Property Damage Hazard (only when applicable to the project)

Products/Completed Operations

Contractual

Independent Contractors

Broad Form Property Damage

Personal Injury

Business Automobile/Umbrella Liability Insurance- \$1,000,000 limit per accident for property damage and personal injury.

Owned/Leased Autos

- ned Autos
- Owned/Leas
   Non-owned
   Hired Autos

Workers' Compensation and Employers'/Umbrella Liability Insurance-Workers' Compensation coverage with benefits and monetary limits as set forth in Chapter 304, Kentucky Revised Statutes. This policy shall include Employers'/Umbrella Liability coverage for \$1,000,000 per accident. Workers' Compensation coverage is required as a condition of performing work or services for the County whether or not the Contractor or Vendor is otherwise required by law to provide such coverage.

Environmental Liability Insurance-\$1,000,000 per occurrence.

Pollution Liability Insurance

Covering claims for injuries to members of the public or damage to property of others arising out of covered act or omission of the Contractor or any of its employees, agents, subcontractors,

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or subconsultants, including Premises and/or Operations, Independent Contractors; Broad Form Property Damage and a Contractual Liability Endorsement with Onc Million Dollars (\$1,000,000) per occurrence and annual aggregate.

- Other Insurance Provisions

  Commercial General Liability and Automobile Liability Coverage's

  The County, Members of the Fiscal Court, boards, commissions and committees, officers, agents, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor or premises on which Contractor is performing on behalf of the County. The coverage shall contain no special limitations on the scope of protection afforded to the County, members of the Fiscal Court, boards, commissions and committees, officers, agents, employees and volunteers.
- The Contractor's insurance coverage shall be primary insurance as respects the County, members of the Fiscal Court, boards, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the County, members of the Fiscal Court, boards, commissions and committees, officers, agents employees and volunteers shall be excess of Contractor's insurance and shall no contribute with it.
- Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, members of the Fiscal Court, boards, commissions and committees, officers, agents, employees and volunteers.
- Coverage shall state the Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Workers' Compensation and Employers Liability and Property Coverage's

The insurer shall agree to waive all rights of subrogation against the County, membors of the Fiscal Court, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of services under this agreement.

- All Coverages

  Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduces in coverage or in limits except after (30) days prior written notice has been given to the County.

  If Contractor, for any reason, falls to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. The County, at its sole option, may terminate their respective Agreement and obtain damages from the Contractor resulting from said breach.

  Alternatively, the County may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

  County names as "additional insured" as its interest may appear.

Any deductibles or self-insured retention's must be declared to and approved by the County. At the option of the County, the insurer shall reduce or climinate such deductibles or self-insured retention's as respects the County, members of the Fiscal Court, boards, commissions and committees, officers, agents, employees and

volunteers; or the Contractor shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expensed.

ability of Insurers
Insurance is to be purchased through Kontucky companies admitted insures rated B+X or better by A.M. Best's rating service.

or better by A.M. Best's Faling sorvice.

sition of Coverage
Contractor shall furnish the County with certificates of insurance and with original
endorsements affecting coverage required by this clause. The certificates and
endorsements for each policy are to be signed by a person authorized by that insurer to
bind coverage on its behalf. The certificated and endorsements are to be received and
approved by the County before work commences.

ontrectors

Contractor shall include each of its subcontractors as insured's under the policies of insurance required herein.

#### ESCAPE CLAUSE

At the time of a disaster that activates this RFP, the contract between the County and the Contractor shall contain an agreed upon escape clause for both parties and shall be made part of the contract during contract negotiations.

#### ATTACHMENT 1

#### PRICE PROPOSAL FORM

#### DISASTER DEBRIS REMOVAL AND DISPOSAL

**NOTE:** Respondents are only to use Attachment 1 as a guideline as to how prices may be configured in the event of a disaster. By no means is the following document to be use or completed for this proposal

	hauled to, and dumped at the debris manag	or private right-of-way (ROW) and improved public lands, ement sire(s). This includes the removal, collection, hauling, these in diameter and any stumps not originating in the ROW and placed in the ROW).
		0-15 miles per cubic yard \$
2.	site(s). This includes the removal, collecti	ate property, hauled to, and dumped at the debris management ton, hauling and disposal of all stumps less than 24 inches in a the ROW (including stumps removed by third parties and O-15 miles per cubic yard \$ 16-30 miles per cubic yard \$ 31-60 miles per cubic yard \$
3.	Removal of Dangerous Hanging Limbs (1	Einngers)
	Removing hanging or partially broken limb placing the debris in the ROW for haul-off	os from trees in the ROW or limbs hanging over the ROQ and  Per Tree \$
4.		uprooted in the ROW. Stumps will be identified and certified resentative. Stumps will be hauled to and dumped at a debris
	24-36 inches	For Stump \$
	36-48 inches	Per Stump \$
	Greator than 48 inches	Per Stump \$
5.	Reduction of vegetative debris via bu- location.	rning at debris management site(s) or other designated  Per Cubic Yard \$
6.	Reduction of vegetative debris via gri- location.	nding at debris management site(s) or other designated
		Per Cubic Yard \$
7.	Haul-out of reduced vegetative debris	
		Per Cubic Yard \$
		10

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Proposers may provide alternate pricing for consideration if in the best interest of the county at time of contract negotiations.

#### PROPOSAL FORM

To: Owner
ADDRESS]
Re: Request for Proposal
<ol> <li>The undersigned, having carefully and to our full satisfaction examined the RFP Documents and hereby proposes to furnish the required services in accordance with this Proposal.</li> </ol>
2. By submission of this Proposal, the undersigned certifies, and in the case of a joint Proposal, each party hereto certifies as to his own organization and the joint venture, that this Proposal is made in good faith and has be arrived at independently, without collusion, consultation, communication or agreement as to any matter relating to this Proposal with any other Proposer.
Submitted by:
Title:
Authorized Signature:
Company Name (Print)
Contractor's License Number:
Phone
Company Address (Print)
City, State, Zip Code (Print)
Phone/Fax Number (include area code)
(Corporate Seal)

#### In Re: Confidentiality Acknowledgment with Payroll Tax Information

Judge Bertram presented the court with a copy the Kentucky Department of Revenue's Acknowledgment of Confidentiality. This was presented for informational purposes only, no action taken.

October, 2004

", Namo: (Ploase print) /

### Kentucky Department of Revenue ACKNOWLEDGMENT OF CONFIDENTIALITY

The Kentucky Department of Revenue (KDOR), formerly Kentucky Revenue Cabinet, requires all employees, employees of other government agencies or institutions, any authorized persons or entities conducting research, any persons or entities contracted to provide services for KDOR, or any other person or entity permitted access to KDOR records and files, be aware of the confidential nature of taxpayer records and files. They must also be aware of the statutory provisions restricting use of taxpayer information and the penalties for failure to comply with those limitations.

The KDOR further requires that persons and entities permitted access to confidential taxpayer information acknowledge that they have read and understand the confidentiality provisions as provided in the Kentucky Revised Statutes (KRS) and the Internal Revenue Code (IRC).

STATE STATUTORY RESTRICTIONS

KRS 131.190 provides:

- (1) No present or former secretary or employee of the Revenue Cabinet, member of a county board of assessment appeals, property valuation administrator or employee, or any other person, shall intentionally and without authorization inspect or divulge any information acquired by him of the affairs of any person, or information regarding the tax schedules, returns or reports required to be filed with the cabinet or other proper officer, or any information produced by a hearing or investigation, insofar as the information may have to do with the affairs of the person's business. This prohibition does not extend to information required in prosecutions for making false reports or returns of properly for texation, or any other infraction of the tex laws, nor does it extend to any matter properly entered upon any assessment record, or in any way made a matter of public record, nor does it preclude furnishing any taxpayer or his properly authorized agent with information respecting his own return. Further, this prohibition does not preclude the secretary or any employee of the Revenue Cabinet from testifying in any court, or from introducing as evidence returns or reports filed with the cabinet, in an action for violation of state or federal tax laws or in any action challenging state or federal tax laws. The secretary or the secretary's designee may provide an owner of rumnined coal, oil or gas reserves, and other mineral or energy resources assessed under KRS 132.820(1), or owners of surface land under which the unmined minerals lie, factual information about the owner's property derived from third-party returns filed for that owner's property, under the provisions of KRS 132.820(1), that is used to determine the owner's assessment. This information shall be provided to the owner on a confidential basis, and the owner shall be given prior notice of any disclosure of information to the owner that was provided by the third-party filer.
- (2) The secretary shall make available any information for official use only and on a confidential basis to the proper officer, agency, board or commission of this state, an Kentucky county, any Kentucky city, any other state, or the federal government, under

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13.Forms - 1.4/a					Page 1	of4					
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reciprocal agreements whereby the cabinet shall receive similar or useful information in return.

- (3) Statistics of tax-paid gasoline gallonage reported monthly to the Revenue Cabinet under the gasoline excise tax law may be made public by the cabinet.
- (4) Notwithstanding the provisions to this section to the contrary, information received from the Internal Revenue Service shall not be made available to any other agency of state government, or any county, city, or other state, and shall not be inspected intentionally and without authorization by any present secretary or employee of the Revenue Cabinet, or any other person.
- (5) Statistics of crude oil as reported to the Revenue Cabinet under the crude oil excise tax requirements of KRS Chapter 137 and statistics of natural gas production as reported to the Revenue Cabinet under the natural resources severance tax requirements of KRS Chapter 145A may be made public by the cabinet by release to the Department of Mines and Minerals.
- (6) Notwithstanding any provision of law to the contrary, beginning with mine-map submissions for the 1989 tax year, the cabinet may make public or divulge only those portions of mine maps submitted by taxpayers to the cabinet pursuant to KRS Chapter 132 for ad valorem tax purposes that depict the boundaries of mined-out parcel areas. These electronic maps shall not be relied upon to determine actual boundaries of mined-out parcel areas. Property boundaries contained in mine maps required under KRS Chapters 350 and 352 shall not be construed to constitute land surveying or boundary surveys as defined by KRS 322,010 and any administrative regulations promulgated thereto.

#### KRS 131.081(15) provides in relevant part:

Taxpayers shall have the right to privacy with regard to the information provided on their Kentucky tax returns and reports, including any information or documents attached thereto. Except as provided by KRS 131.190, no information pertaining to such returns, reports, or the affairs of a person's business shall be divulged by the cabinet . . . to any person or be intentionally and without authorization inspected by any present or former secretary or employee of the Revenue Cabinet, member of a county board of assessment appeals, property valuation administrator or employee, or any other person.

#### KRS 131.990(2) provides:

(a) Any person who violates the intentional unauthorized inspection provisions of KRS 131.190(1) shall be fined not more than five hundred dollars (\$500) or imprisoned for not more than six (6) months, or both.

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Acknowledgment of Confidentiality October, 2004

> (b) Any person who violates the provisions of KRS 131.190(1) by divulging confidential texpayer information shall be fined not more than one thousand dollars (\$1,000) or imprisoned for not more than one (1) year, or both.

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- (c) Any person who violates the intentional unauthorized inspection provisions of KRS 131.190(4) shall be fined not more than one thousand dollars (\$1,000) or imprisoned for not more than one (1) year, or both
- (d) Any person who violates the provisions of KRS 131.190(4) by divulging confidential taxpayer information shall be fined not more than five thousand dollars (\$5,000) or imprisoned for not more than five (5) years or both.
- (e) Any present secretary or employee of the Revenue Cabinet, member of a county board of assessment appeals, property valuation administrator or employee, or any other person, who violates the provisions of KRS 131.190(1) or (4) may, in addition to the penalties imposed under this subsection, be disqualified and removed from affice or employment.

#### 2. FEDERAL STATUTORY RESTRICTIONS

The KDOR and Internal Revenue Service (IRS) require that all employees be aware that Federal tax information in the possession of KDOR is for the official use of authorized KDOR employees only, and may not be provided to employees of other government agencies or institutions, or any other person or entity who is not an authorized employee of KDOR. Contractor personnel may be permitted necess to Federal tax information only upon prior approval of the contractor by the IRS.

Unauthorized Disclosure of Federal Information

Section 6103(a)(2) of the IRC provides in relevant part:

... no officer or employee of any State, ... who has or had access to returns or return information under this section. ... shall disclose any return or return information obtained by him in any manner in connection with his service as such an officer or an employee or otherwise or under the provisions of this section. For purposes of this subsection, the term "officer or employee" includes a former officer or employee.

Section 7213(a)(2) of the IRC provides in relevant part:

It shall be unlawful for any person . . . willfully to disclose to any person, except as authorized in this title, any return or return information . . . acquired by him or another person . . . . Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution.

Unauthorized Inspection of Federal Returns or Return Information — "The Taxpayer Browsing and Protection Act"

IRC Section 7213A(a)(2) provides in relevant parts

13.Forms -- 1.4/a

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Acknowledgment o October, 2004	Confidentiality			
renon or	e uniawful for any person : return information (non- as well as computerized i	computerized taxpayer re	cords, including h	ard copies of
IRC Sect	ion 7213A(b)(1) provides:			
Any viola exceeding prosecuti	ation of subsection (a) shall g \$1,000, or imprisonment on.	l be puntshable upon cor of not more than 1 year,	viction by a fine in or both, together v	any amount not vith the costs of
Civil Day	nages for Unauthorized Di	selesure of Federal Retu	ms and Return Info	xxiatiox
IRC Secti	ion 7431(a)(2) provides in	rolevant part:		
return inf	son knowingly, or by r formation with respect to a against such person in a d	taxpayer , such taxpa	nyar may bring a ci	ny return or vil action for
_				
above regarding to abide by those re-	the confidentiality of KDO strictions.  Organization	R and IRS records and f	lles, and that I unde	erstand and will
WITNESS:	OI gamazarron		1,740	
W11141555.		•		
(Print Namo)	Organization	Signature	Date	

# In Re: Caucus Meeting Discussion

Judge Bertram will be out of town on the regularly schedule date of the Caucus Meeting, it was decided that a special called Caucus Meeting will be held on Monday, October 5<sup>th</sup>, 2009 at 6:00 PM in the Courthouse Community Room.

#### In Re: Budget Account Transfers

Judge Bertram presented and read the Budget Account Transfers, whereupon Squire Wells made a motion, seconded by Squire Veirs that the following Budget Account Transfers be accepted and approved as presented, motion carried.

# 

#### In Re: Payment of Claims

Judge Bertram presented and reviewed the Payment of Claims. Whereupon a motion was made be Squire Wells, seconded by Squire Fogle that the following claims be allowed and ordered paid out of the following funds, motion carried.

# **Pendleton County Fiscal Court**

## Voucher Claims Register

General Fund From: 09/22/2009 To: 09/22/2009

Batch Account No	Account Name	Involce	P.O. No.	Claim Description	Amount
Voucher No. 03-51	6 Vendor OFFICEDEPO	OFFICE DEPOT	•	Voucher Date	09/22/2009
03-0122 01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPL	JES 486920486001	518567	OFFICE SUPPLIES JUDGES OFFICE	3.20
03-0122 01-5070-445-	P & Z OFFICE SUPPLIES	487182441001	518518	OFFICE SUPPLIES P & Z	18.69
	Printed On Check 011880			Voucher Totals	21.89
Voucher No. 03-51	7 Vendor POST OFFIC	U S POST OFFICE		Voucher Date	09/22/2009
03-0122 01-5001-563-	CO. JUDGE/EXEC., POSTAGE		518547	400 STAMPS @ .44 JUDGES OFFICE	176.00
03-0122 01-5070-445-	P & Z OFFICE SUPPLIES		518569	80 \$1 STAMPS	80,00
	Printed On Check 011881			Voucher Totals	256.00
Voucher No. 03-51	·	KENTUCKY STATE TREASURER		Voucher Date	09/22/2009
03-0122 01-5015-307-	SHERIFF AUDIT SERVICES	3731	518574	SHERIFFS SETTLEMENT 2008 TAXES	4,792.73
03-0122 01-5015-307-	SHERIFF AUDIT SERVICES	3654	518573	SHERIFF'S FEE AUDIT YR END 12-31-08	3,916.14
<del></del>	Printed On Check 011882			Voucher Totals	8,708.87
Voucher No. 03-51		KCJEA/KMCA		Vaucher Date	09/22/2009
03-0122 01-5025-569-	REGISTRATION/CONFERENCES		518550	REGISTRATION FEE KCJEA FALL RETREAT H, BERTRAM	75.00
	Printed On Check 011883			Voucher Totals	75,00
Voucher No. 03-51:		KACO		Voucher Date	09/22/2009
03-0122 01-5025-589-	REGISTRATION/CONFERENCES	291-78	518539	PLANNING & ZONING CONFERENCE BOBBY FOGLE	85.00
	Printed On Check 011884			Voucher Totals	85.00
Voucher No. 03-51:		BOBBY FOGLE		Voucher Date	09/22/2009
03-0122 01-5025-569-	REGISTRATION/CONFERENCES		518554	REIMBURSEMENT 102 MILES LEXINGTON TRAINING	42,84
	Printed On Check 011885			Voucher Totals	42.84
Voucher No. 03-51		ST, ELIZABETH BUSINESS HEALT	H CENTER		09/22/2009
03-0122 01-5047-445-	TAX ADMINISTRATOR OFFICE SU	PPLIES 260535	518541	RNDOM DRUG SCREEN J. SCHLUETER	39.50
	Printed On Check 011886			Voucher Totals	39.50
Voucher No. 03-51:		JENNY SCHLUETER		Voucher Date	09/22/2009
03-0122 01-5047-576-	TAX ADMINISTRATOR TRAVEL		518595	REIMBURSEMENT FOR KOLA CONFERENCE MILES & MEALS	
	Printed On Check 011887			Voucher Totals	149.76
Vaucher No. 03-51	***********	BRIAN THOMPSON		Voucher Date	09/22/2009
03-0122 01-5070-445-	P & Z OFFICE SUPPLIES		518568	REIMBURSEMENT FOR POSTAGE	8.85
	Printed On Check 011868			Voucher Totals	8.85
Voucher No. 03-51		STRAUSS & TROY		Vouchor Date	09/22/2009
03-0122 01-5070-399-	PLANNING - COMPREHENSIVE		518593	PROFES SERVICES TEXT AMENDMENTS, DRFTING-SIGNS	175.00
	Printed On Check 011889			Voucher Totals	175.00
Voucher No. 03-51		KENTUCKY STATE TREASURER		Voucher Date	09/22/2009
03-0122 01-5070-445-	P & Z OFFICE SUPPLIES		518562	BOOKCASE, FILE CABINET, TIRE IRON	41.71
	Printed On Check 011890			Voucher Totals	41.71

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# **Pendleton County Fiscal Court**

# Voucher Claims Register

General Fund From: 09/22/2009 To: 09/22/2009

Batch Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 03-5127	Vendor INDUSTRIAL	PENDLETON CO INDUSTRIAL AU	THORITY	Voucher Date	09/22/2009
03-0122 01-5070-578-	P & Z UTILITIES		518575	ZONING OFFICE UTILITIES REIMBURSEMENT	100.00
	Printed On Check 011891			Voucher Totals	100.00
Voucher No. 03-5128	Vendor COOPER	COOPER WHOLESALE, INC.		Voucher Date	09/22/2009
03-0122 01-5080-411-	CUSTODIAL SUPPLIES		518583	COURTHOUSE CUSTODIAL SUPPLIES	118.89
	Printed On Check 011892			Voucher Totals	118.89
Voucher No. 03-5129	Vendor D-C ELEVAT	D-C ELEVATOR COMPANY, INC.		Voucher Date	09/22/2009
03-0122 01-5080-571-	COURTHOUSE RENEWALS & RE	PAIRS 144504	518546	ELEVATOR MAINTENANCE OIL & LUBRICATION	84.75
	Printed On Check 011893			Voucher Totals	84.75
Voucher No. 03-5130	Vendor ALLIED	ALLIED COMMUNICATIONS INC.		Voucher Date	09/22/2009
03-0122 01-5080-571-	COURTHOUSE RENEWALS & RE	PAIRS 30457	668701	REPAIRED FIRE ALARM	290.00
	Printed On Check 011894			Voucher Totals	290,00
Voucher No. 03-5131	Vendor MOBILCOM	MOBILCOMM INC		Voucher Date	09/22/2009
03-0122 01-5085-571-	CO PROPERTIES - RENEWALS 8	REPAIRS	518552	REPAIRED CHARGER EOC	782,36
	Printed On Check 011895			Voucher Totals	782.36
Veucher No. 03-5132	Vendor VANLAND	VANLANDINGHAM & SONS INC.		Voucher Date	09/22/2009
03-0122 01-5085-571-	CO PROPERTIES - RENEWALS &	REPAIRS 422	518561	CIRCUIT ELECTRIAL BOARD/GAS FURNANCE/AC MAINTENA	A 438.35
	Printed On Check 011896			Voucher Totals	438.35
Voucher No. 03-5133	Vendor BUTLER	CITY OF BUTLER		Voucher Date	09/22/2009
03-0122 01-5120-507-	FIRE DEPARTMENT CONTRIBUT	ions	518568	SEPTEMBER BUTLER FIRE DEPARTMENT 1ST ORT	2,500,00
	Printed On Check 011897			Voucher Totals	2,500,00
Voucher No. 03-5134	Vender RECREATION	COMMUNITY RECREATION COM	MISSION	Voucher Date	09/22/2009
03-0122 01-5405-107-	RECREATION - SUPER / DIRECT	OR .	518590	SEPTEMBER 1/2 SALARY RECREATION DIRECTOR	1,803.62
	Printed On Check 011898			Voucher Totals	1,803.82
Voucher No. 03-5135	Vendor LOGAN	LOGAN LUMBER COMPANY		Voucher Date	09/22/2009
03-0122 01-5405-407-	RECREATIONAL TRAIL CONSTR	UCTION	518551	TRAILS CONSTRUCTION	198.00
	Printed On Check 011899			Voucher Totals	198.00
Voucher No. 03-5136	Vendor SEAN MADE	R SEAN MADER		Voucher Date	09/22/2009
03-0122 01-5405-407-	RECREATIONAL TRAIL CONSTR	UCTION	518577	TRAIL CONST, TREE TRIM, BRIDGE CONST, ROCK WORK	295.00
03-0122 01-5405-407-	RECREATIONAL TRAIL CONSTR	UCTION	518602	TRAIL & BRIDGE CONSTRUCTION	365.00
	Printed On Check 011900			Voucher Totals	660.00
Voucher No. 03-5137	Vendor VEIRS HAUL	VEIRS HAULING LLC		Voucher Date	09/22/2009
03-0122 01-5405-407-	RECREATIONAL TRAIL CONSTR	UCTION	518601	ROCK FOR TRAIL CONSTRUCTION	1,883.30
	Printed On Check 011901			Voucher Totals	1,883.30

# **Pendleton County Fiscal Court**

# Voucher Claims Register General Fund From: 09/22/2009 To: 09/22/2009

Satch Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 03-5138	Vendor BARTHJOHNS	BARTH JOHNSON		Voucher Date	09/22/2009
03-0122 01-5405-407-	RECREATIONAL TRAIL CONSTRUC	TION	518600	BRIDGE CONSTRUCTION & LABOR	120.00
	Printed On Check 011902			Voucher Totals	120.00
Voucher No. 03-5139	Vendor ADAM FRANK	ADAM FRANKS		Voucher Date	09/22/2009
3-0122 01-5405-407-	RECREATIONAL TRAIL CONSTRUC	TION	518603	BOB CAT & TRAIL BRIDGE CONSTRUCTION	300,000
	Printed On Check 011903			Voucher Totals	300.00
Voucher No. 03-5140	Vendor RECREATION	COMMUNITY RECREATION COMM	ISSION	Voucher Date	09/22/2009
03-0122 01-5405-407-	RECREATIONAL TRAIL CONSTRUC	TION	518605	BRIDGE CLAMPS, DRILL BIT FOR TRAIL CONSTRUCTION	67.97
	Printed On Check 011904			Voucher Totals	67.97
Voucher No. 03-5141	Vendor ANDER, EQU	ANDERSON'S EQUIPMENT CO.		Voucher Date	09/22/2009
03-0122 01-5405-407-	RECREATIONAL TRAIL CONSTRUC	TION	518604	CHAIN SAW & OIL FOR TRAIL GRANT	184.24
	Printed On Check 011905			Voucher Totals	184.24
Voucher No. 03-5142	Vendor BECKY'S FL.	BECKY'S FLOWER BASKET		Voucher Date	09/22/2009
03-0122 01-5425-507-	CELEBRATIONS, FESTIVALS, PROG	RAMS 2900	518572	FLOWERS FOR SCHOOL BREAKFAST	29,95
	Printed On Check 011906			Voucher Totals	29.95
Voucher No. 03-5143	Vendor HARDY	TOM HARDY		Voucher Date	09/22/2009
03-0122 01-8011-716-	SITE DEVELOPMENT-NATURE RES	ERVE LAND	518583	GRASS CUTTING ON NATURE TAIL	225.00
	Printed On Check 011907			Voucher Totals	225,00
Voucher No. 03-5144	Vender SUE M LAKE	SUE M LAKE		Voucher Date	09/22/2009
03-0122 01-9100-332-	LEGAL FEES		518598	LEGAL FEES FOR DEFENDANCE CHRYSTAL SHACKELFOR	160.00
03-0122 01-8100-332-	LEGAL FEES		518509	LEGAL FEES FOR DEFENDANT JESSE W. YOUNGER	160,00
	Printed On Check 011908			Voucher Totals	320.00
Voucher No. 03-5145	Vendor KACO INS	KACO INSURANCE AGENCY		Voucher Dete	09/22/2009
03-0122 01-9100-531-	BOND PREMIUMS		518537	ANNUAL PREMIUM BOND RENEWAL V. KING	2,552.73
	Printed On Check 011909			Voucher Totals	2,552.7
Voucher No. 03-5148	Vendor NKCC	NORTHERN KENTUCKY CHAMBEI	R OF COM	MERCE Voucher Date	09/22/2009
03-0122 01-9100-651~	MEMBERSHIPS - CO.JUD,FIS CT		518585	NK CHAMBER OF COMMERCE ANNUAL MEMBERSHIP DUE	540.00
	Printed On Check 011910			Voucher Totals	540.00
				31 Vouchers Printed Totalling	22,803.7

# Pendleton County Fiscal Court Voucher Claims Register

Road Fund From: 09/22/2009 To: 09/22/2009

Batch	Account No.	Account Name	Involce	P.O. No.	Claim Description	Amount
Voucher	No. 03-5147	Vendor ST,EUZBUS	ST. ELIZABETH BUSINESS HEALTH	CENTER	Voucher Date	09/22/2009
03-0222 0	02-6105-447-	ROAD MATERIALS		518542	RANDOM DRUG SCREEN A. CALDWELL	54.00
		Printed On Check 005876			Voucher Yotals	54.00
Voucher	No. 03-5148	Vendor NORTON	TIM NORTON AUTO SERVICE L.L.C	<b>)</b> .	Voucher Date	09/22/2009
03-0222 (	02-6105-447-	ROAD MATERIALS	18039	518361	8.25 X 15 TIRES	400.00
		Printed On Check 005877			Voucher Totals	400.00
Voucho	r No. 03-5149	Vendor JOHNSTONE	JOHNSTONE BROTHERS EQUIPME	ENT COMP	ANY Voucher Date	09/22/2009
03-0222	02-6105-447-	ROAD MATERIALS	21365JP16286	668593	GLOW PLUGS, SWITCHS, SHIPPING	234.90
		Printed On Check 005878			Voucher Totals	234.90
Voucher		Vendor H&MTRUCK	HOWARD PYLES		Voucher Date	09/22/2009
03-0222	02-6105-447-	ROAD MATERIALS		518360	TRACTOR TIRE REPAIR, 10:00-16 TIRE REPAIR	35.00
		Printed On Check 005879			Voucher Totals	35.00
Vouche	No. 03-5151	Vendor ARTSRENTAL	ART'S RENTAL EQUIPMENT, INC.		Voucher Date	09/22/2009
03-0222	02-6105-447-	ROAD MATERIALS		518358	SPRAYER WAND, SPRAYER TIP, 30" LUTE	54.95
		Printed On Check 005880			Voucher Totals	54,95
Vaucher	No. 03-5152	Vender KINGSHOMES	KINGS HOMES		Voucher Date	09/22/2009
03-0222	02-8105-447-	ROAD MATERIALS		518586	REIMBURSEMENT CULVERT PIPE FOR 4625 KNOXVL-GARDV	200.00
,		Printed On Check 005881			Voucher Totals	200.00
Vouche	No. 03-5153	Vendor MAGO	MAGO CONSTRUCTION CO, INC.		Voucher Date	09/22/2009
03-0222	02-6105-447-	ROAD MATERIALS	047808	668595	75.36 TON SURFACE - JACKS BRANCH	3,956.40
03-0222	02-6105-447-	ROAD MATERIALS	047830	668596	129.82 TON SURFACE - JACKS BRANCH & GUMLICK	6,815.55
03-0222	02-8105-447-	ROAD MATERIALS	047830	668800	199.70 TON SURFACE - GUMLICK	10,484.25
03-0222	02-8105-447-	ROAD MATERIALS	047632	668599	8.91 TON SURFACE - JACKS BRANCH	467.78
03-0222	02-6105-447-	ROAD MATERIALS	047830	518351	40.47 TON - WEST KELLY & 66.65 TON JONESTOWN	5,623.80
03-0222	02-6105-447-	ROAD MATERIALS	047830	518352	43.61 TON SURFACE JONESTOWN	2,289,53
	~~~~	Printed On Check 005862			Voucher Totals	29,637.31
					7 Vouchers Printed Totalling	30,616.16

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# Pendleton County Fiscal Court Voucher Claims Register Jail Fund From: 09/22/2009 To: 09/22/2009

Batch Account No.	Account Name	fnvoice	P.O. No.	Claim Description	Amount
Voucher No. 03-5154	Vendor BOONEJAIL	800NE COUNTY JAIL		Voucher Date	09/22/2009
03-0322 03-5101-314-	CONTRACT WITH OTHER COUNTIE Printed On Check 004952	S 09-01-2009	214020	AUGUST INMATE HOUSING 488 DAYS @ \$35 A DAY Voucher Totals	17,010,00 17,010,00
Voucher No. 03-5155	Vendor BURLPHARMA	BURLINGTON PHARMACY		Voucher Date	09/22/2009
03-0322 03-5101-549-	ROUTINE MEDICAL		214026	MEDS FOR INMATE KELLY DENNIE 8-28-09	31.07
03-0322 03-5101-549-	ROUTINE MEDICAL		214025	MEDS FOR INMATE DANIEL GABBARD 8-24-09, 8-31-09	96.72
03-0322 03-5101-549-	ROUTINE MEDICAL		214023	MEDS FOR INMATE HEATH HOUGLIN	118.89
03-0322 03-5101-549-	ROUTINE MEDICAL		214022	MEDS FOR INMATE RANDY MORGAN 8-21-09	23.31
03-0322 03-5101-549-	ROUTINE MEDICAL		214024	MEDS FOR INMATE JOHN HIRST 8-24-09	22.98
	Printed On Check 004953			Voucher Totals	292.97
Voucher No. 03-5158	Vendor JAILASSOC	KENTUCKY JAILERS ASSOCIATION		Voucher Date	09/22/2009
03-0322 03-9100-569-	STAFF TRAINING		214021	KY JAILRS 2009 FALL CONFERENCE	125.00
	Printed On Check 004954			Voucher Totals	125.00
				3 Vouchers Printed Totalling	17,427,97

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# **Pendleton County Fiscal Court**

# Voucher Claims Register

Ambulance Fund From: 09/22/2009 To: 09/22/2009

Batch Acc	count No.	Account Name	brvoice	P.O. No.	Claim Description		Amount
Voucher No	03-5157	Vendor TRANSCARE	TRANSCARE OF KENTUCKY INC.			Voucher Date	09/22/2009
03-0922 09-5	133-315-	ALS SERVICES Printed On Check 001273	3797	518545	ALS CONTRACT AUGUST 2009	Voucher Totals	22,750.00 22,750.00
Voucher No	03-5158	Vendor PEND EMS	PENDLETON COUNTY EMS, INC			Voucher Date	09/22/2009
03-0922 09-5	140-303-	AMBULANCE SERVICE Printed On Check 001274		518589	AMBULANCE SERVICE CONTRACT	Voucher Totals	49,083,33 49,083,33
Voucher No	. 03-5159	Vendor TRISTLAUND	TRI-STATE HEALTH CARE LAUNDS	₹Y		Voucher Date	09/22/2009
03-0922 09-5	140-330-	LAUNDRY SERVICE Printed On Check 001275	083109-711	274297	LAUNDRY	Voucher Totals	34.25 34.25
Voucher No	. 03-5180	Vendor HOMESITE	HOMESITE			Voucher Date	09/22/2009
03-0922 09-5	140-364-	AMBULANCE QUARTERS RENT Printed On Check 001276		518567	APARTMENT RENT	Voucher Totals	450.00 450.00
Voucher No	. 03-5161	Vendor LIFESTARRE	LIFE STAR RESCUE INC			Voucher Date	09/22/2009
03-0922 09-5	140-441-	MACHINERY & EQUIPMENT Printed On Check 001277		274280	INVERTER, MODULE, SHIPPING	Voucher Totals	1,300.79 1,300.79
Voucher No	. 03-5162	Vendor MOORE	MOORE MEDICAL CORP.			Voucher Date	09/22/2009
03-0922 09-5	140-550-	MEDICAL SUPPLIES Printed On Check 001278		518543	AMBULANCE SUPPLIES	Voucher Totals	104.93 104.93
Voucher No	, 03-5163	Vendor SCOTT-GRO	SCOTT-GROSS COMPANY, INC.			Voucher Date	09/22/2009
03-0922 09-5	140-550-	MEDICAL SUPPLIES Printed On Check 001279		274299	OXYGEN	Voucher Totals	359.18 359.18
Voucher No	03-5164	Vender MCCLUSKEY	MCCLUSKEY CHEVROLET, INC.			Voucher Date	09/22/2009
03-0922 09-5	140-592-	MAINTENANCE & REPAIRS - VEHIC Printed On Check 001280	res	274298	REPAIR BRAKE LIGHTS 2901	Voucher Yotals	162.91 162.91
Voucher No	. 03-5165	Vendor MOBILCOM	MOBILCOMM INC			Voucher Date	09/22/2009
03-0922 09-8	100-398-	OTHER CONTRACTED SERVICES Printed On Check 001283		274298	MAINTENANCE AGREEMENT	Voucher Totals	218.50 218.50
Voucher No	03-6166	Vendor PHYSIC	PHYSIO-CONTROL, INC			Voucher Date	09/22/2009
03-0922 09-9	100-398-	OTHER CONTRACTED SERVICES Printed On Check 001284		274295	MAINTENANCE AGREEMENT ON N	MONITORS Voucher Totals	990.50 990.50
					10 Va	ouchers Printed Totalling	75,454.39

# Pendleton County Fiscal Court Voucher Claims Register

911 Fund Fund From: 09/22/2009 To: 09/22/2009

Batch Account No.	Account Name	Involce	P.O. No.	Claim Description		Amount
Voucher No. 03-5167	Vendor MOBILCOM	MOBILCOMM INC			Voucher Date	09/22/2009
03-7622 75-5145-399-	MISCELLANEOUS CONTRACTUAL	SERVICE	274356	MAINTENANCE CONTRACT		460.38
	Printed On Check 001931			***************************************	Voucher Totals	460.38
Voucher No. 03-5168	Vendor OFFICEDEPO	OFFICE DEPOT			Voucher Date	09/22/2009
03-7522 75-5145-445-	911 OFFICE SUPPLIES		274357	DISPATCH OFFICE SUPPLIES		158.64
	Printed On Check 001932				Voucher Totals	158.64
					2 Vouchers Printed Totalling	619.02

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In Re: Adjournment					
Squire Wells made a motion, seconded by Squire Fogle that this meeting be adjourned, to meet again in regular session on October 13, 2009, subject to any called meetings, motion carried.					
	ATTEST:				
Y W. Darter					
Henry W. Bertram	Pendleton County Fiscal Court Clerk				